

**“FUN DAY”  
GENERAL RELEASE AND INDEMNITY**

**1. Introduction**

MSCI Inc. and its subsidiaries (collectively, the “Company”) has agreed to fund the participation by its personnel in certain voluntary recreational activities (the “Activities”) as part of a voluntary corporate social program called “Fun Day”.

Each of the Activities is freely selected by participants and either arranged by the participants personally or in conjunction with third party service providers (the “Service Providers”). The Company plays no part in the selection of either the Activities or the Service Providers or in the arrangement or administration of the Activities. All such decisions are taken voluntarily by the participants of their own volition and at their own risk. The sole involvement of the Company is in funding the costs of the Activities.

The Activities may involve foreseeable or unforeseeable risks and dangers of bodily injury or illness to participants, whether by reason of negligence of Service Providers, other participants, or otherwise. The Company therefore requires that each participant agree to waive, release and hold the Company harmless from any and all liabilities associated with such individual’s participation in any of the Activities by executing this General Release and Indemnity prior to such participation.

**2. Assumption of Risks; Release of Liability; Waiver of Claims; and Indemnity**

In consideration of the Company agreeing to fund the Activities and granting me the time to participate in the Activities if I so choose, I agree as follows:

(a) I fully understand and acknowledge that:

- (i) I have chosen to participate in the Activities of my own volition;
- (ii) risks and dangers may exist in my participation in any Activity and the use of any equipment or materials associated therewith;
- (iii) my participation in any Activity and use of any associated equipment or materials may result in illness, injury, disability, dismemberment, death, property damage or loss resulting therefrom;
- (iv) these events may be caused by the negligence, breach of contract or breach of duty or standard of care of Service Providers or their agents, other participants in the Activities or other third parties, accidents, the forces of nature or other causes, both foreseeable and unforeseeable;
- (v) by my participation in any Activity, I hereby personally assume all risks and dangers and all responsibility for any and all losses, liabilities and/or damages, howsoever and by whomever caused, which are in any way associated with or related to such participation; and

- (b) in furtherance of the foregoing, to the maximum extent permitted by applicable law, I hereby voluntarily agree, on behalf of myself, my relatives and personal representatives, my estate and my heirs, to release, waive, discharge, hold harmless, defend and indemnify the Company, its subsidiaries, agents, shareholders, officers and employees from any and all manner of claims, demands, causes of action, obligations, losses, damages or liabilities whatsoever of every kind and nature, at law or in equity, which may arise in connection with, related to or as a result of my participation in any Activity including, but not limited to, illness, injury, disability, dismemberment, death, property damage or loss resulting therefrom, and any claim for attorney's fees or costs.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE COMPANY FROM ANY AND ALL LIABILITIES IN CONNECTION WITH MY PARTICIPATION IN ANY OF THE ACTIVITIES.**

\_\_\_\_\_ Print Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Address City, State, Zip

\_\_\_\_\_ Date