CONFIDENTIALITY AGREEMENT AND RELEASE (unaccompanied minors on campus)

I hereby certify that I, _____ ("I") am the adult parent or legal guardian of _____,
Print full name **Print full name**
a minor child under the age of eighteen years (the "Minor"), (collectively I and Minor referred to herein as "We"). I consent to his/her participation in the event **Get Geeked in Tech 2018** to be held on **Thursday October 11, 2018** at MINDBODY, Inc.'s headquarters ("MINDBODY"), located at 4051 Broad Street, San Luis Obispo, California (the "Activities"). In exchange for the opportunity to participate in the Activities, I agree that We shall be bound by all of the terms and conditions set forth herein (the "Agreement").

CONFIDENTIALITY

In connection with the Activities, the Minor may obtain or be exposed to certain information that MINDBODY considers confidential and/or proprietary concerning its business ("Confidential Information"), including without limitation any information (in any form or medium) related to trade secrets, financial information, technology, customers, business operations, procedures, designs, know-how, planning, marketing plans, products and services of MINDBODY.

By signing below, I hereby acknowledge and agree that:

(1) WE WILL HOLD IN THE STRICTEST CONFIDENCE ANY CONFIDENTIAL INFORMATION

(2) WE WILL NOT USE OR DISCLOSE ANY CONFIDENTIAL INFORMATION WITHOUT THE CONSENT OF MINDBODY

(3) THE MINOR WILL NOT REMOVE ANY DOCUMENT, EQUIPMENT OR OTHER MATERIALS FROM THE PREMISES AND WILL NOT PHOTOGRAPH, COPY OR OTHERWISE RECORD ANY INFORMATION TO WHICH THE MINOR MAY HAVE ACCESS WHILE PARTICIPATING IN THE ACTIVITIES.

PHOTO/VIDEO RELEASE

During the Activities, photographs and/or video images may be taken and may contain the likeness of the Minor. I authorize MINDBODY its assignees, and transferees to copyright, use and publish the said photos and/or video images in print and/or electronically. I agree that MINDBODY may use such photos and/or video of the Minor for any lawful purpose including advertising, public relations, publicity, packaging and promotion of MINDBODY and its business, products and services, without further consent from or royalty, payment or other compensation.

I further acknowledge and agree that all photos and/or video taken during the Activities that may contain the Minor's likeness are the exclusive property of MINDBODY and may be used by MINDBODY in MINDBODY's sole discretion for any reason without any compensation or reimbursement of any kind under any circumstances ("Photo/Video Release").

☐ **By checking this box, I authorize the Photo/Video Release.**

RELEASE OF LIABILITY

By signing below, I hereby agree to release, waive, discharge and covenant not to sue MINDBODY, its parents, subsidiaries or other affiliates, officers, agents or employees ("Releasees") from any and all liability, claims, demands, actions and causes of action of any kind arising out of or related to any loss, damage or injury, including death, that We may sustain in connection with the Activities, including the Minor using the slide (the "Slide") located at MINDBODY headquarters, regardless of whether such loss is caused by the negligence of any Releasees or otherwise.

I further acknowledge and agree that:
(1) THE MINOR'S USE OF THE SLIDE MAY BE HAZARDOUS TO THE MINOR AND/OR THE MINOR'S PROPERTY AND INVOLVES AN INHERENT RISK OF PERSONAL INJURY AND EVEN DEATH.

(2) THE MINOR'S USE OF THE SLIDE IS COMPLETELY VOLUNTARY.

(3) THE SLIDE IS NOT INTENDED AS A CHILD PLAY AREA.

(4) I ASSUME FULL RESPONSIBILITY FOR ANY LOSSES, DAMAGES OR PERSONAL INJURY, INCLUDING DEATH, THAT THE MINOR OR THE MINOR'S PROPERTY MAY SUSTAIN IN CONNECTION WITH USING THE SLIDE, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEES OR OTHERWISE, INCLUDING AS A RESULT OF NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS BY ANY RELEASEES.

GENERAL

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

All actions arising out of or relating to this Agreement will be heard and determined exclusively by the Superior Court of the State of California for the County of San Luis Obispo or the western division of the United States District Court for the Central District of California, and I irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

I am aware of, and understand the provisions of California Civil Code Section 1542 and hereby expressly waive any and all rights, benefits and protections of the statute. For your convenience only, California Civil Code Section 1542 states, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." MINDBODY makes no warranties or guaranties, express or implied, as to the accuracy of the above cited California Civil Code Section 1542.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS

Printed Name of Parent or Legal Guardian:

_____

Signature: _____

Address: _____

_____

Date: _____