

EXHIBIT E

Team Member Release, Waiver and Confidentiality Agreement

This Team Member Release, Waiver, and Confidentiality Agreement is made pursuant to that certain Competitor Agreement ("Agreement"). I represent and warrant that I have reviewed the Agreement to which this Team Member Release, Waiver and Confidentiality Agreement is attached as Exhibit E, and I hereby agree to be bound by, and comply with, the terms and conditions of the Agreement.

FOR AND IN CONSIDERATION and as a condition of the granting of permission and authority for the undersigned to participate as a Team Member of the Team specified below ("Team") in the Competition, the Team Member specified below ("Team Member"), does hereby release, acquit, and discharge the Released Parties (as defined in the Team Release and Waiver, attached to the Agreement as Exhibit E) from any and all Losses (as defined in the Team Release and Waiver, attached to the Agreement as Exhibit E) now accrued or hereafter to accrue on account of Team Member's participation in the Competition.

I Team Member, hereby for myself, my heirs, executors, and administrators:

1. Recognize and acknowledge that, as a Team Member, I am bound by the terms and conditions of Section 11 of the Agreement (Confidentiality) and covenant to comply with the terms and conditions thereof;
2. Understand and acknowledge that my participation in the Competition may be dangerous and could lead to serious injury or death;
3. Voluntarily assume any and all risks associated with participating in the Competition, and understand, acknowledge, and agree that the Released Parties will not be responsible or liable for any Losses that may occur in connection with my participation in the Competition;
4. Unconditionally release and forever discharge the Released Parties from any and all Losses that I may have and for any and all Losses sustained by me and my property arising from my participation in the Competition;
5. Waive any and all right or claim for Losses I may have against the Released Parties for any and all Losses I may suffer in connection with my participation in the Competition;
6. Covenant not to sue the Released Parties, or attach or otherwise encumber any property of any Released Party, for any Losses on account of injury to myself, damage to my personal property, or my death arising from my participation in the Competition, or for any other Losses whatsoever; and
7. Acknowledge and agree to all other terms and conditions in the Team Waiver and Release, including the waiver of Section 1542 of the California Civil Code.


In addition to the general release and waiver provided above, Team Member acknowledges that Team Member may be exposed to certain "Confidential Information" (as defined in Section 11 above of the Agreement) during the course of participating in the Competition. Participant hereby agrees to: (i) hold all Confidential Information in confidence, use it only to perform Team Member's duties under the Agreement, and not disclose the Confidential Information to any third party except to the extent permitted by the terms of the Agreement; and (ii) not remove or permit to be removed from any item any proprietary, confidential, or copyright notices, markings, or legends placed thereon by Team or XPRIZE. Team Member further acknowledges that any breach or violation of these confidentiality provisions will

result in irreparable and continued damage to XPRIZE, and its affiliates, Competition sponsors, administrators and Award fulfillment partners for which there may be no adequate remedy at law. Participant hereby agrees that in the event of any such breach or violation, the injured Party will be entitled to both damages and injunctive relief.

Team Member has read and understood the above and foregoing Team Member Release, Waiver and Confidentiality Agreement and hereby voluntarily agrees to be bound by and comply with its terms and conditions and the terms and conditions of the Agreement.

Team Name: Tapestry

Team Member Name: Yash Gupta

Team Member Signature: 

Date of Signature: 9 September 2020