Release and Liability Waiver For Use of Exercise and Fitness Equipment

The undersigned wishes to use the exercise and fitness equipment ("Equipment") made available by Texas Instruments Incorporated ("TI") at the Santa Clara Site. Prior to, and as an express condition of, using the Equipment, the undersigned acknowledges and agrees to each and every of the following terms and conditions, which solely govern the undersigned’s use of the Equipment.

The undersigned expressly acknowledges and agrees as follows:

1. The undersigned’s use of the Equipment is solely undersigned’s voluntary participation in a fitness and/or recreational activity in every respect and is not a work-related activity. The undersigned acknowledges and agrees that, at no time during the use of the Equipment or the undersigned being in the vicinity of the Equipment, shall any work materials be allowed in, on, near, or about the Equipment, or any work-related tasks or activities be performed. Work materials shall include, but not be limited to, papers, notebooks, books other than personal and/or non work-related reading materials such as novels and magazines, calculators, personal digital assistants (also known as PDAs), cellphones, smart phones, pagers, laptop computers, tablet computers, and wireless reading devices.

2. Use of the Equipment involves physical exertion and activity that presents an inherent risk of injury or illness, or even death. The undersigned has made the decision to participate in voluntary fitness and/or recreational activity solely on his or her own, with no inducement from TI, and with full knowledge of his or her own medical history and current medical condition. As the participant in voluntary fitness and/or recreational activity using the Equipment, the undersigned recognizes and acknowledges that there are risks of physical injury, illness, and death and expressly agrees to assume any and all risk of any injuries (including death), illnesses, damages, or losses that are sustained, related to, associated with, or resulting from undersigned’s participation in voluntary fitness and/or recreational activity using the Equipment.

3. TI provides the Equipment as an optional benefit to be used at the sole discretion of the undersigned. TI makes no warranty, express or implied, regarding the design, condition, or fitness of the Equipment or the inherent safety of the Equipment. TI recommends, but does not require, that undersigned consult with his or her personal health professional before using the Equipment. TI cannot guaranty that use of the Equipment will assist the undersigned in achieving any personal health goals and undersigned waives any claims regarding same.
4. THE UNDERSIGNED, ON BEHALF OF HIS OR HER SELF AND HIS OR HER SUCCESSORS, ASSIGNS, HEIRS, SURVIVORS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN, DOES HEREBY FULLY, IRREVOCABLY AND FOREVER RELEASE, DISCHARGE, WAIVE, AND COVENANT NOT TO SUE TEXAS INSTRUMENTS INCORPORATED AND ITS SUBSIDIARIES, SISTER CORPORATIONS, AFFILIATED CORPORATIONS, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND SPONSORS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, DEMANDS, RIGHTS OF ACTION, CAUSES OF ACTION, LAWSUITS, AND JUDGMENTS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES IN LAW OR EQUITY, PRESENT OR FUTURE, RELATED TO, RESULTING FROM, ARISING OUT OF, ASSOCIATED WITH, OR CONNECTED TO THE UNDERSIGNED’S USE OF THE EQUIPMENT. THIS RELEASE, WAIVER, AND COVENANT NOT TO SUE SHALL INCLUDE, BUT NOT BE LIMITED TO: (A) INJURIES AND/OR ILLNESS (INCLUDING DEATH), (B) DAMAGES OR LOSS THAT THE UNDERSIGNED MAY HAVE OR WHICH MAY ACCRUE TO UNDERSIGNED ON ACCOUNT OF PARTICIPATION IN ALL ACTIVITIES UTILIZING THE EQUIPMENT, (C) THE NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE RELEASED PARTIES, (D) EQUIPMENT THAT MAY MALFUNCTION OR BREAK, (E) ANY AND ALL DEFECTS, LATENT OR APPARENT, IN THE DESIGN OR CONDITION OF EQUIPMENT, (F) ANY AND ALL IMPROPER MAINTENANCE OF EQUIPMENT OR FACILITIES, AND (G) ANY HAZARDOUS CONDITION THAT MAY EXIST ON THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE SPECIFIC EQUIPMENT AREA.

5. The undersigned further agrees to indemnify, hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including but not limited to attorneys’ fees, sustained by the undersigned arising out of, connected with, or in any way associated with, the Equipment.

6. In the event of any emergency, the undersigned authorizes the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care. The undersigned acknowledges and agree that he or she will be fully and solely responsible for payment of any and all medical services rendered, and that the Released Parties shall in no way bear any responsibility, liability, or cost for medical services rendered to the undersigned in connection with the use of the Equipment.

7. The undersigned certifies that he or she is over the age of 18 and in good health and sufficient physical condition to properly use the Equipment. The undersigned acknowledges and agrees that he or she is knowledgeable about the proper use of the
Equipment and, prior to use, has read the operating instructions for the Equipment and TI policy and rules that apply to the undersigned’s presence in the area around the Equipment. Undersigned shall operate such equipment in strict accordance with instructions. TI’s policy and operating instructions are provided on site.

8. The Released Parties are not responsible for any loss or theft of personal property brought to or left in, on, or about the Equipment and the undersigned hereby forever releases the Released Parties from any liability for such loss or theft.

The undersigned has read and fully understand this Release and Liability Waiver For Use of Exercise and Fitness Equipment, as set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. The undersigned understand that this signed document will be retained in his or her employee personnel file. This document is binding upon the undersigned and his or her heirs, children, wards, personal representatives and anyone else entitled to act on the undersigned’s behalf.

Signed: ____________________________________________

Printed Name: _______________________________________

Date: ______________________________________________

Employee ID Number: ________________________________