

LABORATORY/TEST FACILITY ACCESS AGREEMENT



1. Exponent is engaged in various tests, product analyses, and development programs which, by their nature, are potentially hazardous and dangerous (for example, some activities may include the potential for exposure to physical hazards, chemical hazards, biohazards, or hazards from radioactivity) to those who are present at Exponent's facilities ("Facility" or "Facilities" as the case may be) and to those who participate in or view such activities.
2. Notwithstanding the hazards and dangers attendant to visiting a Facility or participating in or viewing of such programs, the undersigned desires to gain entry into the Facility, and to participate in or view such Facility or programs and to be in, on, under, at, or near the test site or equipment, vehicles, or test articles related to such activities as an operator, observer, or otherwise.
3. In consideration of the undersigned gaining entry into the Facility and/or receiving permission from Exponent to participate in or view tests, product analyses, development programs, or other undertakings (comprehensively referred to as "Activities"), or for other valuable consideration, the undersigned hereby:
 - a. Acknowledges that he/she is not an employee of Exponent and that any participation by him/her in any of the Activities will not give rise to any employment relationship with Exponent;
 - b. Understands the Activities may be dangerous and may involve risks of injury, death, and/or property damage and has sole responsibility to carefully evaluate the risks inherent at the Facilities.
 - c. Voluntarily assumes full responsibility for and accepts all risks of injury or death to himself/herself, and loss of or damage to his/her property, arising out of or occurring while at the Facility or while participating in or viewing any of the Activities;
 - d. Releases Exponent and each of its affiliated companies, officers, employees, contractors, agents, directors, clients, and subcontractors (comprehensively referred to as "Affiliates") of and from any and all liability, claims, and causes of action of whatsoever nature arising out of or directly or indirectly related to any injury to himself/herself, or loss of his/her property, occurring while at the Facility, or while viewing or participating in any Activities;
 - e. Agrees to protect, indemnify, and hold harmless Exponent and its Affiliates, from and against all losses, expenses, damages, costs, and attorneys' fees that they may incur by reason of any suits or actions brought against any of them arising out of the undersigned's use of the Facility or participation in or viewing of any Activities;
 - f. Agrees not to photograph, film, videotape, record, or otherwise make reproductions of any tests, experiments, activities, or programs (comprehensively referred to as "Record" or "Recordings" as the case may be) without Exponent's prior written consent. In the event such consent is granted, the undersigned may only Record the Activities for which entry was granted. In recognition of the proprietary and confidential nature of the work Exponent may be performing for other clients, the undersigned agrees not to Record any other Activities occurring, or anything else, at the Facility;
 - g. Agrees to hold in confidence and not to disclose or make available to any third party: (i) any proprietary or confidential information acquired in connection with any Activities; or (ii) any information of any other nature relating to anything else existing at the Facility in which the undersigned is not directly involved;
 - h. Agrees not to directly solicit, seek to entice away, attract or induce such employees of Exponent with whom they came in contact with at the Facility for the purpose of hiring them for a period of one year after the date of this Agreement without the written consent of Exponent's Vice President of Human Resources; and
 - i. Agrees to abide by all of Exponent's policies, rules and regulations relating to safety and further agrees that such compliance shall in no way relieve him/her from the terms hereof.
4. In signing this Agreement, the undersigned hereby acknowledges and represents that he/she has read the foregoing Agreement, understands it and its significance, and has signed it voluntarily. The undersigned acknowledges and consents that its representations and commitments contained in this Agreement are ongoing, will be kept on file by Exponent, and Exponent may rely on such for visits by the undersigned to multiple Exponent Facilities and on future visits. The undersigned has a duty to update or correct any information on such future visits as necessary. The unenforceability, invalidity, or illegality of any provision of this instrument shall not affect or impair the continuing enforceability, validity, or legality of the balance hereof. This Agreement shall be binding upon the heirs, executors, administrators, successors, assigns, personal representatives, and spouse of the undersigned.
5. This instrument is only for the benefit of the Exponent, Inc. and/or other Exponent subsidiaries or affiliates and their respective officers, directors, agents and employees. This release may not be waived, altered or modified orally.
6. Exponent is currently working on a number of projects for the U.S. Government. Per their requirements, please provide your country of citizenship. _____

Signature: _____

Printed Name: _____

Company/Firm: _____

Address: _____

Telephone: _____

Date: _____