

## **Progressive Consumer Test Panel (CTP) Terms and Conditions**

I desire to participate in one or more Progressive Consumer Test Panels ("CTP") either partially or wholly sponsored, produced, directed, organized or conducted by Progressive. In exchange for the opportunity to participate in a CTP, I hereby irrevocably and unconditionally warrant and agree for myself and my heirs, estate, insurers, successors and assigns, as follows:

### **ASSUMPTION OF RISK**

Before participating in CTP, I will inspect the facilities, products, and equipment to be used for the CTP, and if I believe anything is unsafe, I will immediately advise an official of the CTP of the conditions and refuse to participate or attend until the conditions are corrected to my satisfaction. Progressive has made no representation to me as to the suitability, condition, or safety of the facilities, products, equipment, or vehicles (if any) involved in the CTP. I understand that participation in the CTP involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of play, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. I warrant that I am physically and mentally able to fully participate in the CTP. ***I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.***

### **RELEASE FROM LIABILITY**

I fully and forever release, and discharge Progressive, its subsidiaries, directors, officers, employees, agents, insurers, sponsors, advertisers, owners or operators of the CTP, facilities, equipment, and vehicles, and all others involved in the CTP (the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the CTP, including transportation related to the CTP, even if it is due to the negligence or other fault of the Released Parties.

### **COVENANT NOT TO SUE**

I will not initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with or relating in any way to my participation in or attendance at the CTP, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to the CTP, even if it is due to the negligence or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation. I agree that CTP shall not owe me any compensation in connection with any of the provisions hereof.

### **INDEMNITY**

I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the CTP, including transportation related to the CTP. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses, or damages I may suffer in connection with the CTP. I agree that exclusively Washington law will apply to the relationship between Progressive and me. If I am a California resident or could otherwise claim the protections of California law, I further expressly waive the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor."

**NO INSURANCE; MEDICAL EXPENSES; NOTIFICATION OF INJURY**

I understand that Progressive and others involved in the CTP do NOT provide me with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at the CTP. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the CTP of any illness, accident, or injury in connection with the CTP. If I become ill, involved in an accident or injured during the testing phase, I will promptly report such illness, accident or injury to a Progressive representative.

**OWNERSHIP OF PRODUCTS**

I understand that all experimental products I use during the testing phase are and remain the property of Progressive before, during and after the testing phase. I will not loan, sell or give the products to anyone. After testing, or whenever a Progressive representative requests their return, I will promptly return the products to Progressive. I will provide detailed information about the experimental products when requested by Progressive.

**CONFIDENTIALITY**

I agree to keep all information about the CTP (including information relating to the products being tested) strictly confidential. I will not disclose any information about the products and/or the CTP to any party other than Progressive. I will not allow third parties to have more than incidental physical access to the products being tested. I will not, nor will I allow third parties to, sketch, photograph, create written descriptions, or otherwise preserve or disseminate, including via the Internet or other electronic forms of dissemination, any information of any kind about the products and/or the CTP, unless Progressive specifically requests that I do so, in which case I shall provide to Progressive all originals and copies of such work, with a perpetual license for the unlimited usage thereof. This commitment includes without limitation an obligation to permanently delete or destroy any electronic copy(ies) of such information that may have existed on any computer, word processor, or other device used by me. I will promptly return any products lent to me for testing upon the sooner of (a) Progressive's request; or (b) the conclusion of the CTP period.

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

In consideration of my use of the experimental products of Progressive and of the opportunity given by Progressive to me to acquire confidential information related to Progressive, I hereby assign to Progressive all rights, title and interest I may have or develop to inventions that relate to my use of Progressive's confidential information or experimental products. Nothing herein shall require me to assign to Progressive inventions which do not relate to my use of Progressive confidential information or experimental products.

**ELIGIBILITY**

I understand and agree that my selection to participate in this CTP relates to the categories I chose to have interest in, the frequency of my cooking and not my ability to cook. I understand that selection to test product is limited and I may not be selected for every product. I understand and agree that Progressive believes that this CTP program, subject to the provisions of paragraph 7 above, will not jeopardize my eligibility, but I accept full responsibility for my participation. I warrant that there are no legal or regulatory impediments to my participation in the CTP.

**VALIDITY**

If any portion of this Release and Waiver Agreement ("Agreement") is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Agreement supersedes any oral or written statements made by or to me in connection with the CTP. I understand that I cannot terminate, cancel, or revoke this Release and Waiver Agreement for any reason.

**I HAVE READ THIS RELEASE AND WAIVER AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS.**