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Introduction and Purpose

This Waiver Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal Demo"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Acme").

Purpose of Agreement

The purpose of this Agreement is to define the terms and conditions under which Acme agrees to participate in product testing and feedback sessions organized by DocuPal Demo. This Agreement outlines the waiver of certain liabilities by Acme related to its participation in these activities. This includes, but is not limited to, any risks associated with the use of DocuPal Demo products during testing and feedback sessions. This agreement ensures that both DocuPal Demo and Acme understand their rights, responsibilities, and obligations.

Definitions

For the purposes of this Waiver Agreement, the following terms shall have the meanings set forth below:

General Terms

- **Waiver:** An intentional relinquishment of a known right. It means ACME-1 voluntarily gives up the right to make certain claims against Docupal Demo, LLC.
- **Liability:** Any and all debts, damages, obligations, claims, suits, actions, demands, losses, judgments, and costs (including, without limitation, reasonable attorneys' fees and expenses).
- **Indemnification:** ACME-1's agreement to protect Docupal Demo, LLC from financial loss. It covers specific liabilities or damages outlined in this Waiver Agreement.



- **Gross Negligence:** An action demonstrating a extreme lack of care that is reckless disregard for the consequences. It represents a significant deviation from the standard of care a reasonable person would exercise.

Activity-Specific Terms

- **Product Testing:** ACME-1's engagement in the examination, evaluation, and analysis of Docupal Demo, LLC's products. This includes the identification of defects, performance issues, and areas for improvement.
- **Feedback Sessions:** Structured interactions where ACME-1 provides opinions, suggestions, and reactions regarding Docupal Demo, LLC's products. These sessions aim to gather qualitative and quantitative data to inform product development.
- **Data Collection:** The process by which Docupal Demo, LLC gathers and records information from ACME-1 during product testing and feedback sessions. This includes personal data, usage patterns, and performance metrics, handled according to Docupal Demo, LLC's privacy policy.

Waiver and Release of Liability

Acme, Inc. ("Participant"), in consideration for being permitted to participate in product testing and feedback sessions organized by Docupal Demo, LLC ("Docupal"), and intending to be legally bound, hereby agrees to the following waiver and release of liability:

Assumption of Risk

Participant understands that participating in product testing and feedback sessions involves certain inherent risks. These risks include, but are not limited to, the potential for minor injuries such as muscle soreness, minor cuts, bruises, or general discomfort. Participant acknowledges that these risks may result from their own actions or inactions, the actions or inactions of others participating in the sessions, or the condition of the premises or equipment used. Participant voluntarily assumes all risks associated with their participation, both known and unknown, even if arising from the ordinary negligence of Docupal.



Release of Liability

Participant hereby releases, waives, discharges, and covenants not to sue Docupal Demo, LLC, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, and volunteers from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or to any property belonging to Participant, whether caused by the ordinary negligence of Docupal or otherwise, while participating in product testing and feedback sessions, or while in, on, or upon the premises where the sessions are being conducted.

This release applies to any and all claims, losses, or damages that may arise, regardless of whether they are known or unknown, foreseen or unforeseen, present or future. It is the intention of Participant, by signing this waiver, to completely release Docupal from any and all liability for any injury or damage suffered by Participant as a result of participating in the product testing and feedback sessions.

Participant understands and agrees that this waiver and release is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant has carefully read this waiver and release and fully understands its contents. Participant acknowledges that they are signing this agreement freely and voluntarily and intend by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Indemnification and Hold Harmless

Indemnification by ACME-1

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or relating to any claim, demand, suit, or proceeding brought by a third party (collectively, "Claims") to the extent such Claims arise out of or result from the participant's negligence in connection with the product testing and feedback sessions.



Scope of Indemnification

This indemnification obligation applies regardless of whether the Indemnified Party's conduct is active or passive, but it does *not* apply to the extent that such Claims arise out of or result from Docupal Demo, LLC's gross negligence or willful misconduct.

Legal Costs

ACME-1 will be responsible for all legal costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with the defense of any Claim subject to this indemnification. Docupal Demo, LLC will promptly notify ACME-1 in writing of any Claim subject to this indemnification and will cooperate fully with ACME-1 in the defense of such Claim. ACME-1 will have the sole right to control the defense and settlement of any Claim subject to this indemnification, provided that ACME-1 will not settle any Claim without Docupal Demo, LLC's prior written consent, which consent will not be unreasonably withheld.

Assumption of Risk

ACME-1 acknowledges that participation in product testing and feedback sessions with Docupal Demo, LLC involves certain inherent risks. These risks include, but are not limited to, potential minor physical discomfort, the possibility of data breaches, and potential dissatisfaction with the product being tested.

Voluntariness of Participation

ACME-1 understands and confirms that its participation is entirely voluntary. By signing this Waiver Agreement, ACME-1 freely and knowingly assumes all such risks.

Awareness of Risks

ACME-1 affirms that it has been fully informed about the nature of the product testing and feedback sessions. ACME-1 is aware of the potential risks associated with its participation, including those listed above. ACME-1 enters into this agreement with a complete understanding of these potential risks.



Exclusions and Limitations

This Waiver Agreement does not apply to certain liabilities. DocuPal Demo, LLC remains liable for damages resulting from its gross negligence or willful misconduct. The waiver also does not extend to liabilities arising from intentional harm caused by DocuPal Demo, LLC or its employees.

Legal Enforceability

The enforceability of this Waiver Agreement is subject to applicable laws and regulations. It will not be enforced to the extent that it violates any law or public policy. Specifically, waivers are generally not enforceable concerning acts of gross negligence.

Clarification of Non-Waived Liabilities

For clarity, ACME-1 understands that this waiver does not protect DocuPal Demo, LLC from claims arising out of actions that constitute gross negligence, willful misconduct, or intentional violations of the law. This ensures both parties are aware of the specific liabilities that are not waived under this agreement.

Governing Law and Jurisdiction

This Waiver Agreement is governed by the laws of the State of Delaware, USA.

Dispute Resolution

Any dispute arising from or related to this Agreement will be resolved in the courts located in Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 agree to this exclusive jurisdiction and venue. There will be no required arbitration or mediation processes before pursuing legal action in court.



Severability and Enforceability

Severability

If any provision of this Waiver Agreement is held to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will not affect the remaining provisions. The rest of this Waiver Agreement will remain in full force and effect. It is the intent of Docupal Demo, LLC and ACME-1 that any such provision be deemed to be modified to the minimum extent necessary to make it valid and enforceable. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision. The new provision should reflect the original intent of the parties as closely as possible.

Acknowledgment and Signature

By signing this Waiver Agreement, Acme, Inc. acknowledges that it has carefully read and fully understands all the terms and conditions outlined within. Acme, Inc. freely and voluntarily consents to be bound by this agreement.

Acceptance

Acme, Inc. agrees to participate in the product testing and feedback sessions.

Signature

Please provide the following information to confirm your agreement:

Field	Description
Full Legal Name	Enter your complete legal name.
Signature	Affix your signature, indicating your agreement.
Date	Enter the date of signature.

Participant:

Full Legal Name

Signature

Date

Additional Provisions

Data Privacy

DocuPal Demo, LLC will handle any personal data collected from ACME-1 during product testing according to its privacy policy. ACME-1 consents to the collection, use, and storage of their data as described in that policy. DocuPal Demo, LLC will take reasonable steps to protect ACME-1's data from unauthorized access or disclosure.

Amendments

This Waiver Agreement may be changed. Any change must be in writing. Both DocuPal Demo, LLC and ACME-1 must sign the written amendment for it to be valid.

Notices

All notices relating to this Waiver Agreement must be sent by certified mail. Notices to DocuPal Demo, LLC should be mailed to 23 Main St, Anytown, CA 90210. Notices to ACME-1 should be mailed to 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Miscellaneous

This Waiver Agreement contains the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the product testing. It replaces any prior agreements or discussions, whether written or oral. If a court finds that any part of this Waiver Agreement is not enforceable, the remaining parts will still be valid. This Waiver Agreement may be signed in separate copies, which together will be considered one agreement.

