

PepsiCo Campus – Purchase, New York

PepsiCo Security 914-253-3500

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

FULL NAME: _____ PRIMARY CONTACT NUMBER: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT NAME AND NUMBER: _____

SIGNATURE: _____ Date: _____

PLEASE READ CAREFULLY –THIS AGREEMENT SETS FORTH LEGAL RIGHTS AND OBLIGATIONS, INCLUDING THE RIGHT TO SUE

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) sets forth the terms and conditions upon which PepsiCo, Inc. agrees to allow access to PepsiCo’s Purchase Campus (the “Campus”) by visitors (“Visitor”). In the event the Visitor is a minor child or a minor for whom another Visitor has legal guardianship (the “Minor Child”), the guardian Visitor agrees to the terms of this Agreement and is signing on the Minor Child’s behalf.

As a condition of visiting the Campus, Visitor understands and agrees that Visitor is being allowed access to PepsiCo, Inc.’s Purchase, NY Campus (the “Campus”) for the purpose of viewing PepsiCo’s sculptures located on its exterior grounds. Visitor understands and agrees that Visitor is not being allowed access to and will not seek to enter any of the office buildings on the Campus. Visitor agrees as a condition of being allowed such access that Visitor has read, understood, acknowledged, agreed and will comply with the following statements and requirements and that failure to comply with this Agreement will result in the termination of access to the Campus.

- Visitors must comply with all posted signs and placards and the Campus rules and regulations set forth in this Agreement.
- Access to the Campus is permitted only during the posted hours at the main gate check point. Further, the Campus may be closed at any time in the sole discretion of PepsiCo for any reason, including special events.
- PepsiCo reserves the right to terminate access to the Campus at any time without notice.
- The Campus is private property, not a public park, and access is being granted (and/or may be denied or revoked) at the sole discretion of PepsiCo.
- Visitors must behave in a manner that is respectful of our employees, brands and property, and must exercise caution and due care with respect to the natural environment (such as ponds and gardens) on the Campus.
- Picnics are not permitted on the Campus. If beverages or light snacks are consumed by Visitors, PepsiCo encourages PepsiCo products to be enjoyed.
- Caregivers must watch their children and/or other charges at all times on the Campus.
- Visitors must remain on the internal paths and off the roadways, and must always respect all barriers, flags and fencing.
- No alcohol, firearms, knives, pepper spray, mace, or weapons of any kind are allowed on the Campus.
- No vehicles are allowed on the Campus unless prior approval by PepsiCo has been given.
- No photography for commercial gain or purpose is allowed on the Campus.
- No wheeled or motorized equipment (such as bicycles, skateboards rollerblades, Segways, scooters or hover boards) may be operated on the Campus.
- No sports activities of any kind are allowed on the Campus.
- No pets (including leashed dogs) other than service animals are allowed on the Campus.

- If a vehicle is allowed on the Campus, it will be issued a pass which must be displayed in the vehicle at all times and returned upon departure.
- Visitors entering the campus on foot will be issued an identification credential as a condition of access to the Campus, which must be retained at all times and returned upon departure.
- If requested, Visitors will present credentials or identification to any PepsiCo employee or Security personnel.
- Visitors will notify the PepsiCo Security team at the Guardhouse immediately if their issued credential is lost or stolen.
- No access to PepsiCo office space or buildings (other than Visitor Center) under any circumstances will be allowed, including inclement weather and the need to use restrooms.
- In the event the PepsiCo DMK Sculpture Garden App is utilized for touring the sculpture gardens on the Campus, Visitor agrees to the PepsiCo DMK Sculpture Garden App Terms and Conditions of Use for the app and that this Agreement applies to such use.
- Visitor hereby releases, waives, forever discharges, holds harmless and covenants not to sue PepsiCo, Inc., and any other PepsiCo affiliated organization, their respective directors, officers, trustees, employees, volunteers, and agents (collectively, the "Released Parties") and their successors and assigns from any and all liability, claims and demands which Visitor or his or her heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to Visitor's access to the Campus, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties.
- Visitor further agrees that if, despite this Agreement, he or she, or anyone on their behalf, makes a claim against any of the Released Parties, Visitor will indemnify, save and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage or cost which they may incur as a result of such claim. Visitor further agrees to indemnify, save and hold harmless each of the Released Parties from any claims against the Released Parties by the PepsiCo DMK Sculpture Garden App for his or her improper use of the PepsiCo DMK Sculpture Garden App.
- Visitor recognizes and fully understands that: 1) access to the Campus, including without limitation the use of the DMK Sculpture app while touring the Campus, may involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); 2) these Risks and dangers may be caused by his or her own action or inactions, the action or inactions of other visitors accessing the Campus, forces of nature, the condition of the grounds, or the negligence of the Released Parties; and 3) there may be other risks and social and economic losses, costs, and damages Visitor incurs as a result of his or her access to the Campus and Visitor fully accepts and assumes all such risks and all responsibility for losses, costs, physical harm and damages Visitor incurs as a result of his or her access to the Campus. Visitor hereby expressly and specifically assumes the risk of injury or harm in accessing the Campus and releases the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from Visitor's access to the Campus.
- Visitor expressly agrees that this Agreement is intended to be interpreted as broadly and inclusively as permitted by the laws of the State of New York and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. Visitor further agrees that in the event any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Agreement, which shall continue to be enforceable. Further, a waiver of a right under this Agreement does not prevent the exercise of any other right.

BY REMAINING ON THE CAMPUS, VISITOR (1) FULLY UNDERSTANDS AND AGREES TO THE TERMS OF THIS AGREEMENT, (2) UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY REMAINING ON THE CAMPUS, (3) HAS REMAINED ON THE CAMPUS SUBJECT TO THE TERMS OF THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO HIM OR HER AND (4) INTENDS BY REMAINING PRESENT ON THE CAMPUS TO DEMONSTRATE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.