

VOLUNTARY WAIVER OF RIGHTS, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____ [Print Participant Name], have been invited to participate in activities being sponsored in whole or in part by Cummins Inc. (“**Cummins**”). In consideration for allowing participation in the activities, which include the use and operation of certain equipment, machinery, tools, and products donated by Cummins and may include visits to Cummins facilities or instruction by Cummins personnel (referred to below collectively as the “**Activities**”), I, to the fullest extent permitted by law, acknowledge and agree to the following:

1. Identification of Risks. I understand that the Activities and participation in them involve RISK OF SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, DEATH, AND OTHER LOSSES, BOTH TO PERSON AND PROPERTY. I UNDERSTAND THAT THESE INJURIES AND LOSSES MAY RESULT NOT ONLY FROM MY ACTIONS, INACTIONS, OR NEGLIGENCE, BUT ALSO THROUGH THE ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS. I ALSO UNDERSTAND THAT THESE INJURIES AND LOSSES CAN RESULT FROM THE CONDITION OF FACILITIES AND EQUIPMENT, THE NATURE OF THE ACTIVITIES, AND MY NOT BEING IN PROPER PHYSICAL OR MENTAL CONDITION TO PARTICIPATE IN THE ACTIVITIES.

2. Assumption of Risk. I am mentally and physically able to participate in the Activities. I assume all risks, known or unknown, connected with the Activities and/or participation in them. I also accept responsibility for any and all liability, injury, loss, or damage to me, my property, or others connected with or resulting from the Activities.

3. Waiver, Release, And Indemnification. To the fullest extent permitted by law, I agree fully and irrevocably to release, waive all rights and causes of action against, and not sue or bring any claim against Cummins, its directors, officers, employees, agents, insurers, and/or any person or entity in any way affiliated with them (the “**Releasees**”) for or as a result of any injury, disability, death, and/or loss or damage in any way connected with the Activities and/or participation in them, whether or not caused in whole or part by the actions, inactions, or negligence of Releasees or third parties who may be involved in the Activities. THIS WAIVER AND RELEASE SHALL ALSO APPLY TO ANY RELATIVE, PERSONAL REPRESENTATIVE, HEIR, BENEFICIARY, EXECUTOR, NEXT OF KIN, OR ASSIGN who might pursue any legal action or claim on my behalf as a result of the Activities and/or participation in them. I also agree to indemnify and hold harmless the Releasees from any loss, liability, damage or cost that I may cause, sustain or incur connected with or resulting from the Activities.

4. Consent to Medical Treatment. I agree that Cummins and its employees or agents may provide emergency medical services, assistance, or transportation if I am injured participating in the Activities. However, this consent does not impose any duty upon Cummins or any of its employees or agents to provide such services, assistance, or transportation.

5. Severability. If a court of competent jurisdiction or other adjudicative body declares any part of this Agreement invalid, it shall not affect the validity or enforceability of the remainder of this Agreement, and the remainder of the Agreement shall remain in full force and effect as if the invalid part were never a part of it.

I HAVE CAREFULLY READ THIS VOLUNTARY WAIVER OF RIGHTS, RELEASE AND INDEMNIFICATION AGREEMENT, UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I

MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS AGREEMENT VOLUNTARILY, ENTIRELY OF MY OWN FREE WILL, NOT UNDER ANY DURESS OR COERCION, AND AFTER HAVING BEEN GIVEN FULL OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OR ADVISER OF MY CHOICE.

Participant Signature

Participant Printed Name

Date

FOR MINOR PARTICIPANTS:

In consideration of my minor child/ward being allowed to participate in the Activities, I, the parent/legal guardian (“**Guardian**”) of the participant minor child/ward (“**Participant**”) to the fullest extent of the law acknowledge and accept the terms in this Voluntary Waiver of Rights, Release, and Indemnification Agreement.

I HAVE CAREFULLY READ THIS VOLUNTARY WAIVER OF RIGHTS, RELEASE, AND INDEMNIFICATION AGREEMENT, UNDERSTAND ITS TERMS, AND UNDERSTAND THAT BY SIGNING IT I MAY BE GIVING UP SUBSTANTIAL RIGHTS. I AM SIGNING THIS AGREEMENT VOLUNTARILY, ENTIRELY OF MY OWN FREE WILL, NOT UNDER ANY DURESS OR COERCION, AND AFTER HAVING BEEN GIVEN FULL OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OR ADVISER OF MY CHOICE.

Participant Printed Name

Parent/Guardian Printed Name

Parent/Guardian Signature

Date