

Waiver of Liability and Hold Harmless Agreement by Lender

In consideration for receiving permission to participate in the Supercomputing 2026 Conference ("SC26"), I (an authorized signatory of the owner of equipment ("Lender/Owner" hereunder) on behalf of the Lender/Owner, hereby release, waive, discharge and hold harmless The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE") and the Association for Computing Machinery Inc ("ACM", and together with IEEE, the "Sponsors"), collectively and each individually, and its and their directors, officers, agents, employees, or volunteers, from any and all liability, claims, demands, actions, causes of actions, loss of use and loss of profits arising out of or related to any loss, damage or injury to any equipment and related property belonging to Lender/Owner while in transit to or from McCormick Place, Chicago IL, or in any place or places not connected with the SC26 Conference.

Lender/Owner acknowledges that the Sponsors will be responsible for insurance of the equipment listed in the attachment¹ from the date of arrival at McCormick Place, Chicago, IL, until the conclusion of the SC26 Conference on **Saturday, November 21, 2026 ("Move Out Date")**. Attached is a complete list of all equipment being loaned to the Sponsors, including insurance values to be used for insurance purposes.

Lender/Owner warrants that shipment of any forms of equipment and related property is packaged to protect the enclosed goods, and to ensure safe transportation with care in handling, and that each package is appropriately labeled and in good order for shipper.

Lender/Owner acknowledges that it is their sole responsibility to secure and maintain any and all applicable insurance as it relates to any and all physical damage, loss of use or loss of profits, and any and all liability arising out of the shipping of equipment in relation to the SC26 Conference. Applicable insurance is to cover any and all equipment. Failure to secure the applicable insurance is the sole responsibility of the Lender/Owner and not the responsibility of the Sponsors and their directors, officers, agents, employees, or volunteers.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I, _____, certify that I am an authorized signatory of the Lender/Owner of the equipment and that I have full authority to exercise the authority of ownership for the equipment referred to herein.

Agreed to and Accepted:

Lender/Owner Signature _____

Lender/Owner Name Printed _____

Lender/Owner Company _____

Lender/Owner Email _____

Lender/Owner Phone _____

Date _____

Lender Owner Equipment Summary _____ (see attached) _____

Insurance or Replacement Value in USD _____

Confirmation:

SC26 Representative Signature & Date _____

¹ Attach a full bill of materials to this waiver.