



KAVX GROUP MANUFACTURING FACILITY VISITOR RELEASE FORM AND WAIVER OF LIABILITY

In consideration of being granted the right to visit the KAVX Group facility (the “site”), I acknowledge, agree and represent that I am aware that the site is a manufacturing facility and that it is a dangerous environment, despite the precautions for safety taken by the KAVX Group. I further agree and warrant as follows:

1. To the fullest extent permitted by law, I hereby release, waive, discharge and covenant not to sue KYOCERA AVX Components Corporation and all of its direct and indirect subsidiaries and facilities (collectively “the KAVX Group”), its individual officers, administrators, employees and agents, acting officially or otherwise, from any and all liability, arising from my negligence or otherwise, as a result of my visit to the site, including, but not limited to, liability for property damage or loss, or bodily, personal or mental injury, including death.
2. I acknowledge and fully understand that I may be engaging in activities that may involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others.
3. I further agree to hold harmless and indemnify the KAVX Group against any liability arising from my negligence or otherwise and from damages of any kind as a result of my participation in visiting the site.
4. I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in visiting the site and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.
5. I acknowledge and voluntarily assume full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to my participation in the visit to the site.
6. I acknowledge that I am not an employee of the KAVX Group or any of its agents during participation in the visit to the site.
7. I represent that I am covered by personal injury insurance and/or workmen’s compensation insurance that covers my visit to the site or have assumed the risk not to be so covered and will make no claim against the KAVX Group or any of its insurers.
8. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

9. I acknowledge that the site visit and its activities have been explained to me, and all of my questions answered to my complete satisfaction. I agree to follow all safety rules and procedures and to wear such personal protective equipment as is required.
10. If the site is located in the EU or I am a citizen of the EU, I acknowledge that the KAVX Group has a legitimate interest in collecting the information set forth below and I hereby consent to the collection, storage, and processing of such information by the KAVX Group.

I have read the Visitor Release Form and Waiver of Liability carefully, understand its significance, and voluntarily agree to all of its terms.

THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

Visitor (print name)

Signature

Date

Company

Emergency Phone #

Name of Emergency Contact

Relationship

NOTE: All required signatures must be completed and this Form returned before the Visitor may visit the site(s).