

Participant's Name: \_\_\_\_\_ (Please Print)

1. Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of being permitted to participate in any way in “HackingEDU Hackathon”(from herein referred to as ‘The Activity’) on “October 23 - 25, 2015”, I, for myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue HackingEDU their respective officers, board members, employees, agents, assigns, and successors in interest, from liability from any and all claims including the negligence of HackingEDU, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HackingEDU HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement 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.

2. Permission for Use of Name, Image and Statements

I hereby grant to HackingEDU permission to reproduce my name, personal information, digital information, biological information, online records, historic records, likeness, identity, voice, photographic image, videographic image and oral or recorded statements in any publication of HackingEDU intended for research, educational, promotional, fund-raising or other related use, including but not limited to, film broadcast, printed publications, webpages and web-based publications, associated with HackingEDU and that I will receive no money or remuneration of any kind from HackingEDU related to this permission and release or the materials covered by this permission and release. By signing this form, I waive and release HackingEDU and its officers, agents and employees, from any claim or liability relating to the use of the above.

When you upload, submit, store, send or receive content to or through our Services, you give HackingEDU (and those we work with) a worldwide licence to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes that we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights that you grant in this licence are for the limited purpose of operating, promoting and improving our Services, and to develop new ones. This licence continues even if you stop using our Services.

**Acknowledgment of Understanding:** I have read both (1) the waiver of liability, assumption of risk, and indemnity agreement, and (2) permission to use my name, personal information, and image, and fully understand the terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I am an adult, 18 years or older, and I have read and understand this agreement and I freely and knowingly give my consent to HackingEDU as described herein.

Signature of Participant	Date	Signature of Parent/Guardian of Minor	Date
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Participant's Age (if minor) \_\_\_\_\_