Imagine Cup 2011 Software Design contest-India

Terms & Conditions

Following terms and conditions (the "**Terms and Conditions**") shall apply to the Imagine Cup 2011 Software Design contest - India (the "**Contest**") detailed below. For the purposes of these Terms and Conditions, the term **Microsoft**, when used with reference to a legal entity, shall mean Microsoft Corporation (India) Pvt. Ltd. and include its Affiliates.

- 1. The Contest shall run from 22nd November 2010 to 5th May 2011 ("**the Contest Period**"). Microsoft can curtail or extend the Contest Period, as it deems necessary.
- 2. Students of Indian origin and legally residing in India who meet the following eligibility criteria shall be eligible to participate in the Contest ("Participant"):
 - (a) Has completed 16 years on the commencement date of the Contest; and
 - (b) Is actively enrolled as a student at an accredited educational institution that grants high-school or college/university (or equivalent) degrees at any time between January 1, 2010 and May 31, 2011; and
 - (c) Is not an employee or intern of Microsoft; and
 - (d) Is not involved in any part of the execution or administration of this Contest; and
 - (e) Is not an immediate family member of (parent, sibling, spouse, child) or household member of a Microsoft employee, an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Contest.
 - (f) If the Participant is a Microsoft Student Partner (MSP) and meets the eligibility criteria set forth above, s/he may enter the competition, but s/he shall be prohibited from using Microsoft property or resources that s/he may have exclusive access to as part of the MSP program, including without limitation: Microsoft networks, hardware tools and technology resources and/or the counsel of Microsoft employees, in connection with the creation or execution of an entry.
 - (g) Additionally, in order to participate in the Contest, the Participant and all student team members must be registered as students on the Website, http://www.imaginecup.com, and must complete the necessary information for the Software Design competition.

3. Formation of Team:

Each eligible **Team** must be registered on the Website with the country as India and may consist of up to four eligible students. It is recommended, but not required, that the Team have one mentor (preferably a Faculty-member) in addition to the student Team members. Limit one mentor per Team. Team changes after the Local Submission round are prohibited.

4. Contest

The Contest requires the creation of a fully functioning and implemented software application that includes all of the Required Elements and at least one of the Optional Elements listed below:

(a) Required Elements:

Your Team's entry must include all of the following required elements:

- i. Your Team's entry must address a social cause connected to the 2011 Theme: "Imagine a world where technology helps solve the toughest problems".
- ii. All elements of your Team's entry must be in the English language. If a translator is needed, your Team is responsible for managing all related arrangements.
- iii. Your Team's application must run on the Microsoft .NET Framework. You may use any version of .NET.
- iv. Your Team's application must be developed using at least one (1) of the products within the Visual Studio family (Express, Standard, Professional, or Team System) for development.

(b) Optional Elements

Your Team's entry must utilize features of at least one of the following optional elements:

- i. Either an implementation or the consumption of an XML Web Service
- ii. Windows 7
- iii. Windows Live SDK
- iv. Use of Windows Phone 7 technologies
- v. Silverlight
- vi. Azure for implementing a S+S architecture application
- vii. Windows MultiPoint Mouse SDK
- A Participant must ensure that his/her team's duly filled up entry for the Contest in English language is posted on the Website on or before the deadline of the Local Submission Round: 17th February 2011 (11:59 PM IST). Only one entry will be considered per team. In case of multiple entries, the latest entry submitted before the deadline will be considered. Microsoft shall not be responsible for any delays, transit losses or mutilation of registration forms or submissions.

6. Contest Deliverables:

(a) Local Submission deliverables:

Three key deliverables that should be zipped together into a single .zip file (Size <= 300 MB) are:

- Project overview (maximum 5 pages long), submitted as an electronic file in the .doc, .docx, or .pdf format.
- ii. A Visual Studio project/solution with adequately commented source code.
- iii. A short video (Minimum 5 minutes, Maximum 10 minutes) of the Team demonstrating the application must be submitted in the .mpg, .wmv or .mpeg format.

(b) National Finals Submission deliverables:

- The Team's software application must be fully functional and implemented. Ideas for a software application or software applications that are not fully developed are not eligible.
- ii. A video presentation (Minimum 14 minutes, Maximum 15 minutes) that introduces and demonstrates team's software application that encompasses all the required elements and at least one optional element, as described below:
 - The video should include a narrated PowerPoint presentation as a screen cast.
 - The video content should clearly address each of the judging criteria
 - All audio and text in the video should be in the English language
 - The video should be submitted as a .wmv. Creation of screen capture using Microsoft Expression Encoder Screen Capture is recommended which is available to students for free through DreamSpark.
 - The video should include the Imagine Cup 2011 intro and outro
 - The video should not exceed fifteen (15) minutes, including intro and outro.
 - The emphasis of the video should be on the software application itself. Video production quality will not be scored in the judging process.
- iii. In-person presentations and demonstrations at the National Finals event (planned for April 2011).

7. Following will be the judging criteria ("Judging Criteria") for the Contest:

(a) Software Design (General) Local Submission Judging Criteria:
At the conclusion of the "Local Submission" entry period on 17th February 2011 (11:59 PM IST), all eligible entries received will be reviewed by a panel of qualified judges based on the judging criteria (with percentage weights) set forth below to determine a short-list of a maximum of thirty (30) Teams who will need to undergo a telephonic interview, based on which five (5) of the top Teams will advance to compete in the Software Design (General) National Finals.

- 20% Problem Definition: How precise and relevant is the real world problem? How interesting or difficult to resolve - functionally or technically - is the problem being challenged? For this criterion, we only focus on the problem challenged, not on the solution created to solve this problem. How well does the project adhere to the Imagine Cup 2011 Theme: "Imagine a world where technology helps solve the toughest problems"?
- 5% Faculty or Industry Mentor: Does the team have a faculty or industry mentor to provide problem-related guidance?
- 20% Solution Design & Innovation: Does the application approach a new problem, or look at an old problem in a new way? Is the solution completely innovative or does it rely on an existing concept/technology? Does the application impact a large number of people very broadly, or impact a smaller number of people very deeply? To which degree does the application actually solve the current problem?
- 15% Technical Architecture & User Experience: Is the system architecture broken down into logical chunks and modules? Is the project technically open to some evolution? Is it only made with a monolithic bloc or does it present interfaces enabling extensions (SDKs or APIs)? To which degree are the HMI (Human Machine Interfaces) intuitive, ergonomic and user friendly? Does the application leverage the presence of fresh and updated data?
- 20% Business Viability: Is the application technically and economically viable? Is this solution only theoretical or does it have a realistic application for commercial purposes? (Not necessarily here and now, but eventually in the future and/or for certain markets).
- 20% Presentation: The judges will be looking for submissions that provide background and context to the project, explain why the problem is an interesting one, highlight how the system works, and include an insightful demonstration.

(b) <u>Software Design (Accessibility) Local Submission Judging Criteria:</u>

At the conclusion of the "Local Submission" entry period on 17th February 2011 (11:59 PM IST), all eligible entries received will be reviewed by a panel of qualified judges based on the judging criteria (with percentage weights) set forth below to determine a short-list of a maximum of seven (7) Teams who will need to undergo a telephonic interview, based on which two (2) of the top Teams will advance to compete in the Software Design (Accessibility) National Finals.

- 25% Problem Definition: How well does the project adhere to the current Imagine Cup Theme with specific focus on Accessibility for people with impairments related to one or more of the following: Vision, Dexterity, Mobility, Hearing, Learning, Language or Communication?
- 5% Faculty or Industry Mentor: Does the team have a faculty or industry mentor to provide problem-related guidance?
- 20% Solution Design & Innovation: Is the solution completely innovative or does it rely on an existing concept/technology? Does the application impact a large number of people very broadly, or impact a smaller number of people very deeply? To which degree does the application actually solve the current problem?
- 20% Technical Architecture & User Experience: Is the system architecture broken down into logical chunks and modules? Is the project technically open to some evolution? Is it only made with a monolithic bloc or does it present interfaces enabling extensions (SDKs or APIs)? To which degree are the HMI (Human Machine Interfaces) intuitive, ergonomic and user friendly? Does the application leverage the presence of fresh and updated data?
- 15% Business Viability: Is the application technically and economically viable? Is this solution only theoretical or does it have a realistic application for commercial purposes? (Not necessarily here and now, but eventually in the future and/or for certain markets).

15% - Presentation: The judges will be looking for submissions that provide background and context
to the project, explain why the problem is an interesting one, highlight how the system works, and
include an insightful demonstration.

(c) Software Design (Environment) Local Submission Judging Criteria:

At the conclusion of the "Local Submission" entry period on 17th February 2011 (11:59 PM IST), all eligible entries received will be reviewed by a panel of qualified judges based on the judging criteria (with percentage weights) set forth below to determine a short-list of a maximum of seven (7) Teams who will need to undergo a telephonic interview, based on which two (2) of the top Teams will advance to compete in the Software Design (Environment) National Finals.

- 25% Problem Definition: How well does the project adhere to the current Imagine Cup Theme with specific focus on Environmental Sustainability?
- 5% Faculty or Industry Mentor: Does the team have a faculty or industry mentor to provide problem-related guidance?
- 20% Solution Design & Innovation: Is the solution completely innovative or does it rely on an
 existing concept/technology? Does the application impact a large number of people very broadly, or
 impact a smaller number of people very deeply? To which degree does the application actually solve
 the current problem?
- 20% Technical Architecture & User Experience: Is the system architecture broken down into logical chunks and modules? Is the project technically open to some evolution? Is it only made with a monolithic bloc or does it present interfaces enabling extensions (SDKs or APIs)? To which degree are the HMI (Human Machine Interfaces) intuitive, ergonomic and user friendly? Does the application leverage the presence of fresh and updated data?
- 15% Business Viability: Is the application technically and economically viable? Is this solution only theoretical or does it have a realistic application for commercial purposes? (Not necessarily here and now, but eventually in the future and/or for certain markets).
- 15% Presentation: The judges will be looking for submissions that provide background and context
 to the project, explain why the problem is an interesting one, highlight how the system works, and
 include an insightful demonstration.

(d) Software Design (General) National Finals Judging Criteria:

The five (5) teams invited for the Software Design (General) National Finals will be reviewed by a panel of qualified judges based on the judging criteria (with percentage weights) set forth below and one team will be selected to compete in the World Finals of the Software Design Competition.

- 10% Problem Definition: How precise and relevant is the real world problem? How interesting or difficult to resolve functionally or technically is the problem being challenged? For this criterion, we only focus on the problem challenged, not on the solution created to solve this problem. How well does the project adhere to the current Imagine Cup Theme?
- 35% Solution Design & Innovation: Does the application approach a new problem, or look at an old problem in a new way? Is the solution completely innovative or does it rely on an existing concept/technology? Does the application impact a large number of people very broadly, or impact a smaller number of people very deeply? To which degree does the application actually solve the current problem?
- 30% Technical Architecture & User Experience: Is the system architecture broken down into logical chunks and modules? Is the project technically open to some evolution? Is it only made with a monolithic bloc or does it present interfaces enabling extensions (SDKs or APIs)? To which degree are the HMI (Human Machine Interfaces) intuitive, ergonomic and user friendly? Does the application leverage the presence of fresh and updated data?
- 15% Business Viability: Is the application technically and economically viable? Is this solution only
 theoretical or does it have a realistic application for commercial purposes? (Not necessarily here and
 now, but eventually in the future and/or for certain markets).
- 10% Presentation: The judges will be looking for oral presentations that provide background and
 context to the project, explain why the problem is an interesting one, highlight how the system
 works, and include an insightful demonstration. Teams will also be evaluated on their ability to take
 questions from the judging panel.

(e) Software Design (Accessibility) National Finals Judging Criteria:

The two (2) teams invited for the Software Design (Accessibility) National Finals will be reviewed by a panel of qualified judges based on the judging criteria (with percentage weights) set forth below to determine the 1st & 2nd place.

- 20% Problem Definition: How well does the project adhere to the current Imagine Cup Theme with specific focus on Accessibility for people with impairments related to one or more of the following: Vision, Dexterity, Mobility, Hearing, Learning, Language or Communication?
- 20% Solution Design & Innovation: Does the application approach a new problem, or look at an old problem in a new way? Is the solution completely innovative or does it rely on an existing concept/technology? Does the application impact a large number of people very broadly, or impact a smaller number of people very deeply? To which degree does the application actually solve the current problem?
- 20% Technical Architecture & User Experience: Is the system architecture broken down into logical chunks and modules? Is the project technically open to some evolution? Is it only made with a monolithic bloc or does it present interfaces enabling extensions (SDKs or APIs)? To which degree are the HMI (Human Machine Interfaces) intuitive, ergonomic and user friendly? Does the application leverage the presence of fresh and updated data?

- 20% Business Viability: Is the application technically and economically viable? Is this solution only theoretical or does it have a realistic application for commercial purposes? (Not necessarily here and now, but eventually in the future and/or for certain markets).
- 20% Presentation: The judges will be looking for oral presentations that provide background and context to the project, explain why the problem is an interesting one, highlight how the system works, and include an insightful demonstration. Teams will also be evaluated on their ability to take questions from the judging panel.

(f) Software Design (Environment) National Finals Judging Criteria:

The two (2) teams invited for the Software Design (Environment) National Finals will be reviewed by a panel of qualified judges based on the judging criteria (with percentage weights) set forth below to determine the 1st & 2nd place.

- 20% Problem Definition: How well does the project adhere to the current Imagine Cup Theme with specific focus on Environmental Sustainability?
- 20% Solution Design & Innovation: Does the application approach a new problem, or look at an old problem in a new way? Is the solution completely innovative or does it rely on an existing concept/technology? Does the application impact a large number of people very broadly, or impact a smaller number of people very deeply? To which degree does the application actually solve the current problem?
- 20% Technical Architecture & User Experience: Is the system architecture broken down into logical chunks and modules? Is the project technically open to some evolution? Is it only made with a monolithic bloc or does it present interfaces enabling extensions (SDKs or APIs)? To which degree are the HMI (Human Machine Interfaces) intuitive, ergonomic and user friendly? Does the application leverage the presence of fresh and updated data?
- 20% Business Viability: Is the application technically and economically viable? Is this solution only theoretical or does it have a realistic application for commercial purposes? (Not necessarily here and now, but eventually in the future and/or for certain markets).
- 20% Presentation: The judges will be looking for oral presentations that provide background and context to the project, explain why the problem is an interesting one, highlight how the system works, and include an insightful demonstration. Teams will also be evaluated on their ability to take questions from the judging panel

8. Following will be the prizes ("**Prizes**") under the Contest:

The disbursement of prize cheques shall only be in the name of the Participant(s) and shall be subject to applicable Tax deduction at source (TDS) and other taxes.

- (a) e-Certificates for all Teams who make a valid Local Submission.
- (b) Physical certificates for all Teams who undergo a Telephonic Interview.

(c) Software Design (General)

- Accommodation arrangements will be made by Microsoft for the top (5) five teams that qualify for the National Finals. The Participants/Teams shall make travel arrangements for the National Finals at their own cost.
- Rs. 80,000 (Rupees Eighty Thousand Only) for the team that wins the 1st place at the National Finals. This team also wins a trip to New York, USA to compete in the Worldwide Imagine Cup Finals in July 2011. Trip includes round trip economy airfare (booked through Microsoft) from major airport closest to winner's residence, standard hotel accommodations (booked through Microsoft), and select meals. The Participants shall be responsible for obtaining the necessary travel documents (such as passport, visa, travel insurance etc.) and local surface transport at their own cost and means.
- Rs. 70,000 (Rupees Seventy Thousand Only) for the team that wins the 2nd place at the National Finals.
- Rs. 60,000 (Rupees Sixty Thousand Only) for the team that wins the 3rd place at the National Finals.
- Rs. 50,000 (Rupees Fifty Thousand Only) for the team that wins the 4th place at the National Finals.
- Rs. 40,000 (Rupees Forty Thousand Only) for the team that wins the 5th place at the National Finals.

(d) Software Design (Accessibility)

- Accommodation arrangements will be made by Microsoft for the top (2) two teams that qualify for the National Finals. The Participants/Teams shall make travel arrangements for the National Finals at their own cost.
- Rs. 70,000 (Rupees Seventy Thousand Only) for the team that wins the 1st place at the National Finals.
- Rs. 50,000 (Rupees Fifty Thousand Only) for the team that wins the 2nd place at the National Finals.

(e) Software Design (Environment)

- Accommodation arrangements will be made by Microsoft for the top (2) two teams that qualify for the National Finals. The Participants/Teams shall make travel arrangements for the National Finals at their own cost.
- Rs. 70,000 (Rupees Seventy Thousand Only) for the team that wins the 1st place at the National Finals.
- Rs. 50,000 (Rupees Fifty Thousand Only) for the team that wins the 2nd place at the National Finals.
- **9.** The Contest shall be valid in India only and is void where prohibited by law.
- **10.** Each Participant must ensure that his/her participation in the Contest is lawful and is in accordance with the applicable laws.

- 11. No participation or other fee is required to be paid for participating in the Contest.
- 12. The Participant agrees to provide Microsoft current, complete and accurate information.
- 13. An incomplete on-line registration form or submission by a Participant shall be rejected.
- **14.** Microsoft reserves the right to reject any registration form or submission without assigning any reason thereof. Any decision taken by Microsoft for rejecting any registration form or submission shall be final and binding and not subject to any dispute or challenge.
- Participation in the Contest shall be construed as an acceptance of the Terms and Conditions stipulated herein as well as the World-wide Imagine Cup Rules & Regulations specified at http://www.imaginecup.com/about/imagine-cup-2011-official-rules. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
- 16. The Participant undertakes and declares that for participating in the Contest, he/she shall not use any unauthorized or pirated software. In the event, a Participant is found to be doing so, such Participant shall forthwith be disqualified from participating in the Contest.
- 17. The Team names of the selected prize-winning Participants shall be declared at: http://india.imaginecup.com/competitions/software. All selected prize-winning Participants shall also be informed individually by e-mail. However, there shall be no liability on Microsoft in the event such e-mail does not reach such Participants on any account whatsoever.
- 18. The selected prize-winning Participant(s) shall have thirty (30) days from date of notification of their selection to respond at the notified place. Failure to respond within this period shall result in forfeiture of the Prizes.
- **19.** The decision on the Participants selected by Microsoft shall be final and binding and no correspondence or communication shall be entertained in this regard.
- 20. Microsoft or its Affiliates or Microsoft Corporation U.S. shall be entitled to use, in any manner, the name, photographs and other details of the Participant or any other participating person, likeness and status in any publication including the Prize(s) awarded to them, if any. By participating in the Contest, all Participants hereby agree to the same. Microsoft may, at its discretion, choose not to disclose the identity of the winning Participants to other Participants.
- 21. Prizes shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Contest shall not entitle a Participant to the Prizes. No other person or agent can claim the Prizes on behalf of the Participant.
- 22. In the event the Prizes involve manufactured items, these shall be subject to manufacturer's terms and conditions for warranty, service and maintenance, and Microsoft does not accept any responsibility for the same.
- Where the Prizes under the Contest are items/goods, these shall be subject to availability. Microsoft at its discretion can provide alternate items of equivalent value. Pictures of the items/goods shown in the Contest brochure may differ from the items/goods given.
- 24. In the event Prizes involve travel, the selected Participant shall be responsible for procuring and paying the cost of all the legal documents and procedures in order to travel, including passports, visas, insurance, taxes and any other documents. Microsoft will not be liable for any mishaps, accidents, losses that may occur during travel related to this Contest. All travel arrangements relating to the Prizes are subject to availability, as determined in Microsoft's sole discretion.
- 25. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including, insurance and incidental costs, that may be levied or incurred on the Prizes shall be fully borne by the selected Participants. All cash Prizes shall be subject to deduction or recovery of applicable withholding taxes.
- Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Microsoft including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any contest, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Participant expressly agrees that his/her participation in the Contest offered by Microsoft is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Contest shall be construed to mean the giving of any warranty of any kind by Microsoft.
- 27. Nothing in the Contest shall affect any intellectual property rights of Microsoft in any product or service, which may be the subject matter of the Contest.

- **28.** Other than what is set forth below, Microsoft does not claim any ownership rights to the Participants' entries. However, by submitting entries, the Participants:
 - (a) grant Microsoft an irrevocable, worldwide right and license to: use, review, assess, test and otherwise analyze Participant's entry and all its content in connection with this Contest; and feature Participant's entry and all its content in connection with the promotion of this Contest in all media (now known or later developed);
 - (b) agree to sign any necessary documentation that may be required for Microsoft and our designees to make use of the rights that Participants granted above;
 - understand and acknowledge that Microsoft, other Sponsors and other entrants may have developed or commissioned materials similar or identical to Participant's submission and Participants waive any claims they may have resulting from any similarities to their entry;
 - (d) understand that Microsoft cannot control the incoming information that Participants will disclose to Microsoft's representatives in the course of entering, or what Microsoft's representatives will remember about Participant's entry. Participants also understand that Microsoft will not restrict work assignments of representatives who have had access to Participant's entry. By entering this Contest, Participants agree that use of information in Microsoft's representatives unaided memories in the development or deployment of Microsoft's products or services does not create liability for Microsoft under this agreement or copyright or trade secret law;
 - (e) understand that Participants will not receive any compensation or credit for use of Participant's entry, other than what is described in these Official Rules and terms and conditions set forth herein this document.
 - (f) Understand that following the end of this Contest, Participant's entry may be posted on a website selected by Microsoft. Microsoft is not responsible for any unauthorized use of Participant's entry to this website. While Microsoft reserves these rights, Microsoft is not obligated to use Participant's entry for any purpose, even if it has been selected as a winning entry.
- 29. The Microsoft officials engaged in the organization and management of the Contest, including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Contest.
- 30. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of Criminal and Civil Laws and should such an attempt be made, Microsoft reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
- 31. The Contest shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent Court at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Contest and, or, pertaining to the rules and regulations and, or, the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by Microsoft. The venue of arbitration shall be New Delhi.
- 32. The Participant agrees and undertakes to indemnify and keep Microsoft harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Microsoft due to breach of any Terms and Conditions contained herein by the Participant and/or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third party by the Participant and, or, arising from the participation of the Participant in the Contest.
- 33. An 'Affiliate' means any legal entity owned or controlled by Microsoft, which owns or controls Microsoft or which is under common ownership or control with Microsoft. The term 'ownership' means more than 50% direct or indirect ownership/shareholding and the term 'control' means direct or indirect control of the management or the board of directors.
- **34.** Microsoft does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reasons or explanation at any stage.
- **35.** Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of the Participants.
- 36. In addition to these Terms and Conditions, other specific terms may be imposed by Microsoft any time to deal with any unforeseen situation. Microsoft also reserves the absolute right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect of the Contest at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately as Microsoft considers fit. However, no obligation is cast on Microsoft to separately intimate each individual Participant with regard to such additional terms and conditions.
- **37.** Microsoft also reserves the right to withdraw or discontinue with the Contest at any stage without any liability whatsoever to the Participant and, or, anyone.