GUNNHACKS WAIVER Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releaser, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

As the undersigned Releaser, I fully recognize that there are dangers and risks to which I may be exposed by participating in the event described as <u>GunnHacks at Henry M. Gunn High School</u> (the "Activity"). I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release <u>GunnHacks</u> and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively "Event Owner"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), unless caused by the reckless endangerment or willful misconduct of the Event Owner, and I agree to defend, indemnify, and save the Event Owner harmless from and against any and all Liabilities. In addition, I agree to take responsibility and financial liability for the cost for repair of any damages to premises, common areas, or equipment above ordinary wear and tear. I agree that I will not bring any illegal substances on the premises.

As the undersigned Releaser, I recognize that this Release means I am giving up, among other things, all rights to sue the Activity for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I agree that this Release shall be governed for all purposes by California law, without regard to such law on choice of law.

I, the undersigned, give my permission for and grant the Activity the irrevocable right to:

- Interview me in the Program and appearance on videotape, audiotape, film, photograph or any other media, whether now known or hereafter existing (the "Recordings").
- Use, reproduce, distribute, publicly display and/or publicly perform, either electronically or by any other media whether now known or hereafter existing, and to allow others to do the same with my name, the Recordings, in whole or in part worldwide, without restrictions or limitations, in perpetuity, for any purpose, including without limitation, promotional, educational or commercial use.
- I agree to make no accounting, monetary or other claim against the Activity for use of my name, likeness or voice, the Recordings or the Materials.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

between the undersigned "Parent" or "Guardian" and the minor participant "Participant" and the Activity			
Participant Full Name	Age	Signature	
Parent/Guardian Full Name (if Participa	ant is a minor)	Signature	
Date			

If I am under the age of 18, this Participation Agreement and Waiver and Release of Liability is entered into