



I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Vic Wintriss, Wintriss Technical Schools, Inc., doing business as The League of Amazing Programmers, and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my or my child's (children's) participation in any of the events or activities conducted by, on the premises of, or for the benefit of Wintriss Technical Schools, Inc., provided, that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful, or wanton misconduct.

I understand that the activities and functions in which I participate may be (but need not be) considered inherently dangerous and may cause grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims that I may have against the aforementioned released parties arising out of such activities for damages, injuries and death sustained by me, my child (children) or my property.

By this waiver and except as expressly excluded by the terms hereof, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Wintriss Technical Schools, Inc., including but not limited to, any instruction, transportation to and from the instruction site, recreational activities, use of the facility and its equipment or other related activities offered on or off the primary instruction site.

The League's computer systems, equipment, and all user accounts are the property of The League. The computer system is intended for the exclusive use of its registered users for educational purposes. These users are responsible for their passwords and accounts. The League administration reserves the right to monitor and access information on the system, including users' accounts and will remove information which is unlawful, obscene, pornographic, abusive, harassing, bullying or otherwise in violation of this agreement. Inappropriate use of the technology system may result in loss of network privileges, account closure, disciplinary action, and/or referral to legal authorities.

The League is not responsible for the loss of data sustained when using the system. The League specifically denies any responsibility for the accuracy or quality of information obtained electronically. It is expected that users of The League's computer system will: Communicate electronically with League teachers and students using League gmail accounts; keep accounts and passwords private; follow proper netiquette; be polite, use appropriate language, and refrain from transmitting obscene material; not reveal personal information; not modify or destroy data of another user; not vandalize League computers, reconfigure the computer system, change computer preferences or settings, or maliciously use computer resources; obtain approval from a teacher or administrator before connecting a personal computer or other electronic device to the network; refrain from using the League's computer system to gain unauthorized access to computers, network equipment or firewall systems; not use the League's computer system for commercial purposes; not violate U.S. or state laws; transmit threatening material; spread computer viruses; participate in software piracy; gamble; violate copyright laws; participate in the sale or purchase of drugs or alcohol; not stream video (e.g., YouTube or Hulu) or music unless approved by a teacher for use within an educational context; play computer games and simulations unless approved by a teacher; download and/or install software applications without teacher approval; not cyberbully anyone by using information and communication technologies (e.g., email, cell phone, text or instant messaging, defamatory personal websites) in a hostile manner intended to harm another person; not send chain letters, broadcast messages (email blasts) to lists or individuals, or subscribe to listservs or newsgroups without teacher permission; not intercept, read, delete, copy or alter another person's email; keep email attachments to a reasonable size and format to accommodate the recipient's system.

Access to a public wireless network may be available to students, parents, or other visitors to the League. The use of this public wireless network obligates the user to abide by the The League's internal network rules as stated herein. Because this public wireless network is accessed using personal, rather than The League, computers or other network devices, there is no explicit or implied guarantee of connectivity, support, or liability for its use.

Student Name: \_\_\_\_\_ Parent Signature: \_\_\_\_\_ Date : \_\_\_\_\_

The League reserves the right to: remotely monitor and/or control all computers at any time; monitor all activity on the network and block selected sites; access any information stored on League servers and storage systems; limit or deny access to technology to any individual. All adults (teachers/staff/admin) have the authority to supervise and manage student use of technology. The League will do its best to monitor student use of technology during League class time, but responsibility for using technology appropriately and according to the League's policies as stated herein remains with the student.

The League of Amazing Programmers League assumes no responsibility for: any financial obligations arising out of unauthorized use of the system; any cost, liability or damages caused by a user's violation of these guidelines; any information or materials that are transferred through the network; the reliability of the data connection; the loss or corruption of data resulting while using the network; a student's illegal distribution (pirating) of software. The League reserves the right to make the final decision regarding whether a student has violated League policy, and the appropriate disciplinary action (such as loss of network privileges, account closure and/or referral to legal authorities). Student discipline may involve actions up to and including suspension and/or expulsion. Violations of The League's policies, which are also violations of law, may be referred to appropriate local, state or federal law enforcement officials for prosecution. The League will cooperate fully with the local, state and federal officials in any related investigation.

This WAIVER AND RELEASE contains the full and complete agreement between the parties and supersedes any prior written or oral agreements between the parties concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may not be waived, altered, amended, or revoked in whole or in part without prior written consent of the parties.

The provisions of the WAIVER AND RELEASE shall remain in full force and effect even after the termination of the activities conducted by or on the premises of Wintriss Technical Schools, Inc., whether by agreement, operation of law, or otherwise. I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I signed this WAIVER AND RELEASE freely and voluntarily under no duress or threat of duress, without inducement, promise, or other guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

#### **PHOTO RELEASE:**

In connection with the new website, promotion, and/or fund-raising activities of Wintriss Technical Schools, Inc/ dba The League of Amazing Programmers ("WTS/The League" hereafter), the undersigned does hereby grant permission to WTS/The League to use the photographic image, likeness, testimony and/or story associated with the individual named herein. The undersigned does waive any rights to review photographs, video, publications or presentations used or to be used by WTS/The League, and the undersigned acknowledges that no compensation shall be due, owed or paid by WTS/The League in connection any such use.

Student Name: \_\_\_\_\_ Student Birth Date: \_\_\_\_\_

Student School: \_\_\_\_\_ Student Grade: \_\_\_\_\_

Home Address: \_\_\_\_\_

Parent Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Parent and/or Student Email(s): \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Date :** \_\_\_\_\_