

**ASSUMPTION OF RISK & WAIVER/LIABILITY RELEASE AGREEMENT**  
**PUBLICITY RELEASE**

\_\_\_\_\_ (“Participant” or “you”) have chosen to voluntarily participate in a three day skill-contest Sponsored by IBM (“Sponsor”), held between March 10 – March 13, 2020, which consists of an informational/educational conference held in Yorktown Heights, NY on Day 1, transportation to/from, lodging, meals and participation in a skill-based judged hackathon event (“Event”) held in Chittenden, VT at the Mountain Top Resort on Days 2 and 3 (collectively the “Contest”). In consideration of the ability to participate, by signing below you as the Participant (or if a minor their parent/legal guardian) represent, warrant and covenant:

- You have read and will comply with the Official Rules, instructions and directions made or given in connection with the Contest, and any other required documentation (“IBM Documentation”).
- You are in good physical health to participate in the Contest and doing so will not cause or effect any injury, accident, loss or damage to yourself or any other individual, nor compromise your safety or that of any other individual. You authorize Sponsor and its designated representatives to consent, on your behalf, to any emergency medical/hospital care or treatment to be rendered during the Contest upon the advice of any licensed physician and agree to be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this authorization. You understand you are responsible for obtaining any health, accident, liability, travel and any other insurance coverage, which is NOT provided to you by the Sponsor.
- You understand and acknowledge the dangers associated with the consumption of alcohol and/or any physical or mind-altering substances and will not participate in the Contest while under the impairment of alcohol or substances, legal or illegal.
- **Assumption of Risks:**  
You acknowledge that you are participating in the Contest at your own risk and understand and recognize there are inherent risks and dangers, known and unknown, specifically associated with travel to/from and participation in a busy, pressured, time-sensitive Contest and all elements thereof. You affirmatively and expressly accept the risks and dangers associated with participation in the Contest and all elements thereof including the possibility of injury, accident, death, (permanent) disability, loss and property damage/destruction, which are hereby released below.

Without limitation, you further understand and agree that by participating in any non-Contest activities whether or not on site (by way of example but without limitation non-required travel, on/off-site physical activities, after-hours socializing activities, etc.) or any activities prohibited herein, by the resort, or by any IBM Documentation, you do so at your own risk, expense and liability, and you agree to assume the risks and dangers, known and unknown, of any and all such non-Contest activities, which are hereby released below.

- **Release and Waiver/Indemnity:**  
In consideration of your participation in the Contest, for yourself, your heirs, personal representatives, successors and assigns, you agree to the fullest extent permitted by law to release, waive and discharge International Business Machines Corporation (“IBM”), BI Worldwide, promotion and advertising agencies, Contest organizers, and their subsidiaries, agents and affiliates, and their respective officers, directors, agents, employees, representatives, successors and assigns (together, the “Released Parties”) from any and all threatened or actual injury, accident, death, (permanent) disability, loss and property damage/destruction arising out of or in connection with your participation (or inability to participate) in the Contest, any Contest activity or any non-Contest activity, or the use of your Personal Attributes, as defined below. To the fullest extent permitted by law, you covenant not to sue any Released Party or cause them to be sued regarding any matter released above, and covenant not to disaffirm, limit or rescind these releases for yourself, your heirs, personal representatives or assigns. Further, these releases include to the fullest extent permitted by law

injury, accident, death, (permanent) disability, loss and property damage/destruction caused directly or indirectly by the negligence of any one or more of the Released Parties or otherwise, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. You agree to indemnify, defend and hold harmless the Released Parties from and against any and all threatened or actual third party claims, suits, actions, losses, demands, judgments, liabilities, fines/penalties (whether or not litigation is commenced), settlements, damages, costs and expenses (including reasonable attorney fees) arising at any time from your participation (or inability to participate) in the Contest, any breach of this Agreement, any injury, accident, death, (permanent) disability, loss and property damage/destruction, any violation of any intellectual property rights or personal rights (including but not limited to any violation of rights of publicity or privacy, defamation or portrayal in a false light whether intentional or unintentional).

- **Publicity Release:**

You understand and agree you may be videotaped, recorded, and/or photographed (“recorded”) during the Contest at any time by Sponsor (and its authorized representatives) and by other participants and individuals (“third parties”) who may or may not be affiliated with the Contest. You grant to Sponsor and third parties the unrestricted, world-wide, royalty-free license to, or not to, use, commercially exploit, produce, reproduce, distribute, transmit, publish, perform, display, broadcast, and exhibit in any and all media now known or hereinafter developed for any purposes your name, image, likeness, voice, texts, posts and any statements in whole or in part (collectively your “Personal Attributes”) recorded during the Contest at any time. You agree you have no right of inspection or approval, and no compensation will be given for the above license and rights, whether or not exercised.

This Agreement shall be governed by New York law, in any appropriate jurisdiction. A waiver by either party of any provision of this Agreement shall not be deemed a waiver of any other portion of this Agreement. Failure to require performance of any provision of this Agreement shall not be deemed a continuing waiver of that provision or any other provision of this Agreement. You expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of New York. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality it shall be stricken only to the extent of invalidity, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND YOU WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. YOU SIGN THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND INTEND BY YOUR SIGNATURE TO BIND YOURSELF, YOUR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO THE FULLEST EXTENT ALLOWED BY LAW.

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent/Legal Guardian of Minor**

**(if Participant is under the age of 18):** \_\_\_\_\_ **Date:** \_\_\_\_\_