

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 Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age) to the Coordinators of the LexHack Hackathon ("LexHack"), and to Lexington High School ("LHS").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip or other activity described as LexHack Hackathon (the "Activity"). As the undersigned Releasor, I understand that LexHack does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by LexHack, as the undersigned Releasor, 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 LexHack and LHS 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 "Releasees"), 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 Releasees, and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees 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 Massachusetts law, without regard to such law on choice of law.

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.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor's Signature)

(Parent's Signature, if Signatory is minor)

(Print Name)

(Print Name)

(Date)

THE LEXHACK PHOTO RELEASE FORM

I hereby grant the Coordinators of the LexHack Hackathon ("LexHack") permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of LexHack and may not be returned.

I hereby irrevocably authorize LexHack to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge LexHack and Lexington High School from all claims, demands, suits, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE ALSO OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW. I ACCEPT:

Print Name: _____

Signature: _____

Date: _____

If under 18, a parent/guardian must also sign.

Parent Signature: _____

Date: _____