

THE HACKER ZEPHYR LIABILITY RELEASE

By signing this event liability release ("Release"), I hereby agree and acknowledge that I have made the voluntary and informed decision to participate in the event entitled "The Hacker Zephyr" to be conducted on July 15, 2021 ("Event") and organized and hosted by The Hack Foundation (also known as "Hack Club") (the "Nonprofit") extending until July 25, 2021.

In consideration for my ability to participate in the Event, I agree to the contractual representations and agreements made herein. Further, I understand and agree that I am not required to participate in the Event, and that my agreement to do so and to execute this Release has been made in my sole and unfettered discretion and not under duress or any undue influence from any individual, entity or organization.

I am aware that the activities associated with the Event, including but not limited to the travel to, from and during the Event, may be hazardous to my health or well-being and that I could be seriously injured or killed; however, I acknowledge that by signing this release, I, for myself and for my heirs, next of kin, executors, administrators, legal representatives, assignees and successors in interest, am assuming the risks associated with participation in the Event and that I am releasing the Nonprofit, and each of its officers, employees, attorneys, agents and volunteers from any and all liability for damage to or loss of my personal property, sickness or injury from any source, or death which might occur while participating in the Event. Further, I acknowledge, understand and agree that this release is a valid and binding contract and that I have read it carefully and understand and agree to be bound by the contents hereof.

In addition to the foregoing, by signing below, I hereby expressly warrant and represent that I have been made aware of, agree to and acknowledge each of the following for myself, my heirs, next of kin, executors, administrators, legal representatives, assignees and successors in interest:

1. _____ (initial) I am over 18 years of age; my date of birth is _____.

OR

_____ (passenger's initials) I am under 18 years of age and my parent or guardian who is over 18 years of age is entering into this Release on my behalf as evidenced by such parent or guardian's signature below.

2. I freely and knowingly agree to voluntarily participate in the Event activities which is a bus and train ride from Burlington, Vermont to Los Angeles, California, including stops in cities, while participating in a "hackathon". As such, I am participating in all Event activities at my own risk, including physical and psychological risks and understand that during the Event I will be traveling and in cities where I may be unattended and will be responsible for my own state of being and welfare and as such accept full responsibility for all of my actions. I have read all the particulars of the Event at zephyr.hackclub.com in the shared information packet, and agree to all of the terms of the Event and to be bound my accepting full and total responsibility for my well-being.
3. I hereby acknowledge, agree, warrant and represent that I will abide by all laws, rules, regulations and procedures of the Nonprofit and applicable law while participating in the Event. I further agree to act courteously at all times to any and all individuals with whom I have contact, and will not harass other participants, cause disruptions, damage the Event venue or any property, including but not limited to the property of other participants. I agree that at any time Nonprofit may revoke the permission granted to me to partake in the Event.
4. I hereby grant to Nonprofit's affiliates, and each of their directors, officers, employees, agents, successors, licensees and assigns, the worldwide, perpetual and irrevocable right to: (a) photograph or videotape me or record my voice, and to use said photography, video, sound recording or other likeness (the "Images") in the production, distribution, pre or post-promotion and advertisement of the Event as well as not strictly including a documentary of the Event; and (b) to use such Images in connection with the production, distribution, promotion, advertisement and exploitation of the Event the programs and activities associated therewith. I hereby agree and consent that the Nonprofit shall have the right to edit the Images as the Nonprofit sees fit and in its sole and unfettered discretion and that the Nonprofit shall have all right, title and interest in any and all results from the use of the Images. The rights herein granted to the Nonprofit shall include, but are not limited to, the right to use the Images to such extent and in such manner, in and in connection with said Event, as the

Nonprofit in its sole and complete discretion may determine, and the right to distribute, exhibit and otherwise exploit the Images, including but not limited to said photography, audiovisual or sound recordings, by any method and in any manner, including theatrically, non-theatrically, and by free television, public television, cable television, videocassette, DVD, internet or otherwise.

5. To the furthest extent permissible by law, I hereby release the Nonprofit, and its officers, directors, agents, attorneys and employees, from any and all liabilities, claims, damages, costs or responsibilities associated with my participation in the Event, including but not limited to those resulting from personal injury or property damage which I may suffer while participating in the Event (or travel related thereto), including but not limited to injury or damage caused by my intentional acts, negligence (gross or otherwise), or willful or wanton conduct or the intentional acts, negligence (gross or otherwise), or willful or wanton conduct of third parties.
6. I agree and acknowledge that the Nonprofit shall have no responsibility or liability whatsoever for any of my acts, omissions or failures to act during my participation in the Event, including but not limited to my negligence, intentional acts, gross negligence, or willful or wanton conduct. Further, I hereby agree to indemnify and release the Nonprofit and its officers, directors, agents and employees from any and all liabilities, claims, damages, costs (including but not limited to attorney's fees) resulting from any of my acts, omissions or failures to act during my participation in the Event, including but not limited to my negligence, intentional acts, gross negligence, or willful or wanton conduct.
7. I agree and acknowledge that the validity, interpretation and enforcement of this document and any dispute arising out of my participation in the Event, whether in contract, tort, equity, or otherwise, will be governed by the laws of the state of California. I hereby agree that if any provision of this Release or any portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this document shall nevertheless remain in full force and effect, and such provision shall be deemed deleted from this Release and replaced with a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. I agree that this Release may be executed in any number of counterparts and by email, facsimile transmission or any other form of electronic or digital signature, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. I agree that this Release constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this Release.

SIGNATURE PAGE FOLLOWS

I have been given a copy of this document for my personal records and this information was provided to me in a language I can read and understand. By signing below, I hereby acknowledge that I have read and understood the above disclosures and representations and agree to and acknowledge the information provided herein.

(Passenger's Full Name)

(Date, 18+ only)

(Signature, 18+ only)

(Passenger's Address, 18+ only)

(Passenger's City, State & Zip, 18+ only)

(Passenger's Phone Number & Email Address)

[For minors under the age of 18 years, parent or guardian must sign]

(Parent / Guardian's Full Name)

(Date)

(Parent / Guardian Signature)

(Address)

(City, State, & Zip)

(Parent / Guardian's Phone Number & Email Address)

ACCEPTED BY:

The Hack Foundation

By _____

(Date)