



YouthHax2019 Waiver

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE YouthHax, MLH Local Hack Day, Markham Public Library, and Major League Hacking Inc. PBC ("Major League Hacking") any of their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in MLH Local Hack Day at YouthHax2019, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of participating in MLH Local Hack Day at YouthHax2019 and I am aware that such activities include the risk of injury and death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that the RELEASEES do not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. Without expectation of compensation or other remuneration, now or in the future, I hereby give my consent to the RELEASEES to use my image and likeness and/or any interview statements from me in its publications, advertising or other media activities (including the Internet). This consent includes, but is not limited to permission to interview, film, photograph, tape, or otherwise make a video reproduction of me and/or record my voice, permission to use my name, and permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s) of me, and/or recording of my voice, in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet), in theatrical media and/or in mailings for educational and awareness. This consent is given in perpetuity, and does not require prior approval by me.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Province of Ontario and that any mediation, suit, or other proceeding must be filed or entered into only in Ontario and the federal or provincial courts of Ontario. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

BY SUBMITTING THE REQUESTED INFORMATION, CREATING AN ELECTRONIC SIGNATURE BELOW, OR SIGNING BY HAND BELOW, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this today, _____ (DD/MM/YYYY).

NAME of PARTICIPANT (PRINT): _____

SIGNATURE of PARTICIPANT: x _____

The following language is only applicable if Participant is younger than eighteen (18).

I, _____, am the parent or guardian of Participant. I have read the above waiver and I agree to its terms and grant Participant permission to participate.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this today, _____ (DD/MM/YYYY).

NAME of PARENT of PARTICIPANT (PRINT): _____

SIGNATURE of PARENT of PARTICIPANT: x _____