

Event 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 Hack Club Assemble to be conducted on August 5th to 7th 2022 at the offices of Figma, Inc. at 760 Market St. 10th Floor, San Francisco, CA 94102 ("Figma") (the above described event, the "Event") and organized and hosted by a group of students (the "Team"), a fiscal sponsee of The Hack Foundation, a California nonprofit corporation serving as a fiscal sponsor for events hosted by students, such as the Team (the "Nonprofit"). The Team and the Nonprofit shall be collectively referred to as "Hack Club" for purposes of this Release. The Event will be hosted at Figma's office space in San Francisco; however, Figma is not an organizer or sponsor of the Event.

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 and from 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 Hack Club and Figma, and the officers, employees, attorneys, agents and volunteers of each of them 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 a legal adult and my date of birth is _____. OR
_____ (initial) 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 not only include programming, but also include a meal/snacks/food and physical activity. As such, I am participating in all Event activities at my own risk, including physical, psychological and monetary risks.
3. I hereby acknowledge, agree, warrant and represent that I will abide by all laws, rules, regulations and procedures of Hack Club, Figma, 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 student participants. I agree that at any time Hack Club may revoke the permission granted to me to partake in the Event.
4. I hereby grant to Hack Club and Figma, and each of their 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, promotion and advertisement of the Event or Hack Club or Figma; and (b) to use such Images in connection with the production, distribution, promotion, advertisement and exploitation of the Event or Hack Club or Figma and the charitable programs and activities associated therewith. I hereby agree and consent that each of Hack Club and Figma shall have the right to edit the Images as each of Hack Club and Figma sees fit and in its sole and unfettered discretion and that each of Hack Club and Figma shall have all right, title and interest in any and all results from the use of the Images. The rights herein granted to Hack Club and Figma 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 each of Hack Club and Figma 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 Hack Club, Figma, and the officers, directors, agents, attorneys and employees of each of them, 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 neither Hack Club nor Figma shall have any 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 Hack Club and Figma and the officers, directors, agents and employees of each of them 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. Figma might disclose or make available to me, or allow me access to, business, technical, or other information, materials, ideas, or facilities (the "Confidential Information"). I agree to (a) use Confidential Information solely in connection with my participation in the Event; (b) not disclose Confidential Information to third parties; and (c) hold in strict confidence and protect Confidential Information using no less than a reasonable standard of care. I will strictly abide by any and all instructions and restrictions provided by Figma with respect to Confidential Information. I will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information.
8. 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.
9. **I HAVE BEEN GIVEN A COPY OF THIS RELEASE 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.**

(Print Name) (Date)

(Signature) (Address)

(City, State, Zip)

(Phone Number & Email Address)

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

Parent or Guardian (Print Name) (Date)

(Signature) (Phone Number & Email)

Do you agree to allow your child to have unsupervised free time during Hack Club Assemble (6PM Friday August 5th to 12PM Sunday August 7th) between the non-curfew hours of 6AM to 10PM? (YES / NO): _____

If YES, students will allowed to leave the venue unsupervised during non-curfew hours, ie the day. If NO, your child will still be able to participate in all scheduled activities and have a wonderful weekend, however, they will be denied permission to leave the venue unsupervised.