



## ACKNOWLEDGEMENT, CONSENT, AND RELEASE FROM LIABILITY

BellHacks ("Event") is a hackathon held at Bellarmine College Preparatory in San Jose, CA (960 W Hedding St, San Jose, CA 95126). **I understand that Event is run by Hack Club, not the venue or any of the sponsors.**

Students who harass other attendees, cause large disruptions, damage the venue or other students' property, or violate the Code of Conduct will not be allowed to remain at the event.

I hereby consent to my own voluntary participation in this activity, and am participating entirely at my own risk. I am aware that Event is not solely a programming event, but also includes physical activity, so I am aware of the risks associated with traveling to and from, as well as participating in, Event, including but not limited to: physical, psychological, and monetary risks. Further, I understand and agree that I am not required to participate in 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 for 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 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 am assuming the risks associated with participation in the Event and that I am releasing Hack Club 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 Event. I understand that these risks may arise from my own or others' negligence, conditions related to travel, the event format itself, or the condition of the Event location.**

In consideration of these risks, and as consideration for the right to participate in Event, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily assume all risks of participating in Event, and enter into this waiver and release of liability.

I hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in Event. I agree to indemnify and hold harmless, and do hereby release and

forever discharge, the following parties from any and all claims, demands, causes of action, judgment, damages, expenses and costs (including attorneys' fees), including but not limited to claims of negligence, on account of personal injury, bodily injury, property damage, death or accident of any kind sustained by me that arises out of or is related in any way to my participation in the Program which I may now or hereafter have:

- The Hack Foundation (d.b.a Hack Club).
- All sponsors of Event.
- The institution hosting Event, and the buildings at which Event takes place.
- All the directors, officers, employees, staff, volunteers, representatives, contractors, predecessors, successors, heirs, assigns, and agents of all the above listed organization.

To the extent that case law does not prohibit releases for negligence, this release is also for negligence. **I accept that it is my responsibility to ask questions about any aspect of Event or its activities that has not been explained to my satisfaction.**

To the extent that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, **I acknowledge and agree to be held liable for any and all costs associated.**

I understand that this document is a release of liability, and by signing, I am entering into a legal agreement in consideration for my ability to participate in Event. I am aware of the risks, and fully consent to my participation in this event.

**In signing this Consent and Release from Liability, I hereby acknowledge that I have read this entire document, that I understand its terms, that I have signed it knowingly and voluntarily, and that I intend it to bind me and anyone claiming on behalf of me. If I am a parent/guardian signing on behalf of my child, I intend it to bind on me and my child.**

**I further acknowledge that I am at or above the age of majority, with legal authority to sign this document.**

Participant Name \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_



## CODE OF CONDUCT AND PHOTO RELEASE FORM

BellHacks is committed to staging an energetic, yet respectful, safe and comfortable learning and creative environment for all of its participants. We will enforce a zero-tolerance policy for any form of drugs or alcohol, or any form of harassment or invasion of privacy, any physical or technological bullying, vandalism, or any other conduct that endangers any participant's safety, comfort, or opportunity to succeed.

BellHacks also forbids any form of improper or unlawful behavior in cyberspace. BellHacks assumes no legal responsibility for its participants. By signing below, you agree to the following rules and guidelines set forth and release Bellarmine College Preparatory, its campus community (including, but not limited to, its administration, faculty, staff, students, and parents), the BellHacks organizers, event sponsors, event partners, and Hack Club from any and all such liability.

### BellHacks 2024 Rules and Guidelines:

1. I will conduct myself in a respectful and safe manner at all times.
2. I will be under the supervision of an adult, either volunteer or faculty, at all times.
3. I will reach out to any BellHacks Officer or Bellarmine teacher/faculty member for any concerns, issues, injuries, or any other situation that involves some form of danger.
4. I will not leave the campus at any point in the event.
5. I will make sure that I will keep classrooms and the gym clean during the event.
6. I will be financially liable for any and all damages incurred on property.

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, \_\_\_\_\_, have read the statement above. I am excited to participate in BellHacks and will comply with these conduct guidelines to help foster the best possible experience for myself and all participants.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

I hereby grant to Hack Club and Hack Club'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, promotion and advertisement of the Event or Hack Club; and (b) to use such Images in connection with the production, distribution, promotion, advertisement and exploitation of the Event or Hack Club and the charitable programs and activities associated therewith. I hereby agree and consent that Hack Club shall have the right to edit the images as Hack Club sees fit and in its sole and unfettered discretion and that Hack Club 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 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 Hack Club 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

I agree that Hack Club may use such photographs with or without my name for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web Content.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_