

Arkansas Code Festival

ALLOCATION OF RISK/WAIVER OF LIABILITY/MEDIA RELEASE

Participant Information:

Participant's Full Name: _____

Home Address: _____

Date of Birth: _____

Home phone number: _____ Cell: _____

Any medical problems/conditions: _____

Allergies: () food; () medicine; () other

Please describe allergy: _____

Parent/Guardian Information, if under 18:

Parent's/Guardian's Full Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

Additional Emergency Contact Information:

Name: _____

Relationship to Participant: _____ Phone Number: _____

Site: 1 E Center St, Fayetteville, AR 72701

Name of Event: Arkansas Code Festival Event Date: October 24-26, 2014

AGREEMENT

I recognize that there are risks to me and my property which I may be exposed to by participating in Arkansas Code Festival. My participation demonstrates my understanding of the risks. I hereby assume all of the risks of participating and/or volunteering in Arkansas Code Festival, including, but not limited to any risks that may arise from negligence or carelessness on the part of the persons or entities being released below, and or from equipment or property owned, maintained, or controlled by them or others.

I hereby release Arkansas Code Festival, and all of its affiliates, sponsors, suppliers, and organizers, and their respective governing boards, officers, directors, trustees, legal representatives, members, employees, volunteers, officials, agents, and suppliers (individually and collectively, the "Released Parties") 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 conjunction with my participating in Arkansas Code Festival, including any injury or harm to me, my death, or damage to my property and I agree to defend, indemnify, and save the Released Parties harmless from and against any and all such liabilities. I acknowledge that the Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Arkansas Code Festival.

I certify that there are no health-related reasons which may preclude my participation in this event. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this event. I accept responsibility for ensuring that food supplied by the Released Parties is safe for my consumption. I have represented myself accurately in all information provided for Arkansas Code Festival officials.

I understand that the Released Parties are not liable for any loss, injury, or death to me, or damage or loss to any personal property, including, but not limited to theft of my belongings. THE RELEASED PARTIES ARE NOT LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SECONDARY, SPECULATIVE, SPECIAL OR INCIDENTAL DAMAGES.

I acknowledge that I am responsible for respecting volunteers, participants, representatives, and officials of Arkansas Code Festival and will conduct myself in a manner deemed appropriate by Arkansas Code Festival officials and refrain from misconduct. I acknowledge that the officials of Arkansas Code Festival have the right to remove me from the event at any time for any reason at their discretion.

All submissions to Arkansas Code Festival remain the intellectual property of the individual or organizations that developed them. By registering, consenting to the terms of Arkansas Code Festival, and entering a submission, however, I agree that the Released Parties reserve an irrevocable, nonexclusive, royalty-free license to use, distribute to the public, and display publicly and perform a submission for a period of one year starting on the date of the event's conclusion (October 26, 2014) as an example of work.

I give Arkansas Code Festival and the other Released Parties of its choosing permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, video recordings, audiotapes, and the like taken or

made on behalf of Arkansas Code Festival. I agree that Arkansas Code Festival has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose as deemed appropriate by the organizers of Arkansas Code Festival. These uses include, but are not limited to, reproductions, advertisements, promotional videos, educational materials, and illustrations in any medium now known or later developed including the internet. I release Arkansas Code Festival and the Released Parties, of Arkansas Code Festival's organizers' choosing, from any and all claims which arise out of or are in any way connected with such use. I agree to make no accounting, monetary or other claim against Arkansas Code Festival for use of my name, likeness or voice, the Recordings or the Materials.

I recognize that by signing this Release that I am giving up, among other things, all rights to sue the Released Parties 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 Arkansas law, without regard to such law on choice of law.

I have read this Agreement and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

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|-----------------------------------|---------------|--------------------|---------------|
| _____ Print Participant's Name | _____ Age* | _____ Signature | _____ Date |
|-----------------------------------|---------------|--------------------|---------------|

*If Signatory Is a minor, Parent or guardian must also sign

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and legal guardian does hereby represent that he/she is acting in such capacity, has consented to his/her child or ward's participation in the Arkansas Code Festival event, and has agreed individually and on behalf of the child or ward, to the terms and conditions set forth above. The undersigned further agrees to save and hold harmless and indemnify each of the Released Parties from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

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|-----------------------------------|---------------|------------------------------------|---------------|
| _____ Print Participant's Name | _____ Age* | _____ Parent/Guardian Signature | _____ Date |
|-----------------------------------|---------------|------------------------------------|---------------|