

Cal Hacks Participant Agreement

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Hack the Bay ("Cal Hacks") their officers, agents, sponsors, 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 Cal Hacks, 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 Cal Hacks, and/or handling and operating the hardware provided by Cal Hacks, and I am aware that such activities include the risk of injury and even 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 Cal Hacks does 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. 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 State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal or state courts of New York. 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.

5. I acknowledge that all right, title, and interest in and to the hardware, at all times and for the duration of my use of the same, will be held solely by Cal Hacks. Should the hardware be damaged, lost, or stolen while it is in my possession, I authorize Cal Hacks to charge up to the full replacement value of the hardware.

6. I give Cal Hacks 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 Cal Hacks. I agree that Cal Hacks 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 Cal Hacks. 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 Cal Hacks and the Released Parties, of Cal Hacks organizers' choosing, from any and all claims which arise out of or are in any way connected with such use.

Full Name

Email address used on application

Signature
