

PENNAPPS LIABILITY WAIVER

Henceforth, all first person pronouns will refer to either to the PennApps participant or, if the participant is a minor (under 18 years of age), the legal parent or guardian of a minor speaking on behalf of said minor.

I wish to participate in the PennApps software and hardware development contest. I hereby agree to comply with all of the PennApps rules and procedures and to act in accordance with the instructions of PennApps officials. I understand that, should I violate any of the aforementioned guidelines, I will be subject to the consequences deemed appropriate by the PennApps officials. Such consequences may involve the revocation of prizes and/or ejection from the hackathon.

I verify that I have represented myself accurately on my application and in any subsequent information provided for PennApps officials. I understand that I may create the concept for my project or the project of my team ("My Project") before I arrive at the contest, but that all development on My Project will take place on the University of Pennsylvania campus between 7:00 PM EST on Friday, February 14, 2014 and 10:00 AM EST on Sunday, February 16, 2014, unless stated otherwise by a PennApps official.

I understand that PennApps will not claim ownership on My Project, but I hereby represent and warrant that all of the work on My Project is original to me or to my team and was produced during the event. That said, I also understand that my team can use publicly available code to produce My Project, as long as the license on that code allows such use and would allow My Project to be produced and marketed in commerce without further payment or restriction. I agree to allow PennApps officials or judges to view code from My Project for the purpose of judging and that the ruling of the judges is final. PennApps has no ownership interest in My Project and therefore has no liability for any legal or contractual issues that arise from My Project. I hereby agree to indemnify, hold harmless and defend PennApps and the University of Pennsylvania against any liability related to My Project.

PennApps and the University of Pennsylvania are not liable for any emotional or physical damage to me, as well as physical damage to my computer, other equipment, and personal items, including the case of theft of my belongings. However, I am liable for any damage I may cause to PennApps or University of Pennsylvania property. Food is provided by outside vendors and PennApps is not responsible for meeting any food-related standards. PennApps and the University of Pennsylvania are not liable for any consequential, punitive, secondary, speculative, special or incidental damages, and their total liability to me shall not exceed \$10,000 in any case and under any theory of action, even if they had been advised of the likelihood of such damages occurring.

I hereby grant PennApps permission to use my photo or video image and the demo of My Project freely for any purpose, and I specifically grant permission to use these images or demo in marketing for PennApps.

I acknowledge that I am responsible for respecting humankind and the hacking community at large by conducting myself in a manner deemed appropriate by the PennApps officials and not being abusive to other individuals during the event.

Wei Danny Deng

Participant Signature

Wei Danny Deng

Print Name

1/18/2014

Date

Parent/Guardian Signature (Only If
Participant Is A Minor)

Print Name

Date