

HACKTECH LIABILITY WAIVER

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

I wish to participate in the hackTECH hackathon. I hereby agree to comply with all of the hackTECH procedures and to act in accordance with instructions of hackTECH officials, I understand that, should I violate any of the aforementioned guidelines, I will be subject to the consequences deemed appropriate by hackTECH 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 hackTECH 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 in Santa Monica Place L3 between 11:00PM PST on Friday January 24, 2014 and 11:00AM PST on Sunday January 26, 2014, unless stated otherwise by a hackTECH official.

I understand that hackTECH 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 follow hackTECH officials or judges to view code from My Project for the purpose of judging and that the ruling of the judges is final. hackTECH 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 hackTECH and theycallmeswift, LLC against any liability related to My Project.

hackTECH and theycallmeswift, LLC are not liable for any emotional or physical damage to me which may include loss of life, 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 hackTECH or Santa Monica Place L3. Food is provided by outside vendors and hackTECH is not responsible for meeting any food-related standards. hackTECH and theycallmeswift, LLC 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 hackTECH 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 hackTECH.

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

Participant Signature

Parent/Guardian Signature (if < 18)

Print Name

Print Name

Date

Date