

**Technica 2024 Participant Release and Discharge of Liability, Notice of Waiver, and
Covenant Not to Sue Agreement
for the Hackathon Event held on October 26-27, 2024**

1. This is a legally binding Participant Release and Discharge of Liability, Notice of Waiver, and Covenant Not to Sue Agreement (the “**Release**”), executed voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, “**Releasor**,” “**I**” or “**me**”, which terms shall also include Releasor’s parents/guardians, if Releasor is under 18 years of age).
2. As the undersigned Releasor, I fully recognize that there are reasonable and foreseeable dangers and risks to my mental and physical health or safety to which I may be exposed by participating in the program described as Technica and that Technica and its representatives have made no promises to protect me from all risks that are inherent in a large-scale festival atmosphere for participants online or in-person, and I understand and accept these risks by affixing my signature to this Release and by creating any Technica-related user account, using the Technica mobile application, website(s), virtual interaction space hosted on the service-based platform Gather (the “**Gather Space**”), video calls or presentations in any platform, Slack account(s), or other online platforms, and/or attending any in-person Technica events (the “**Activity**”).
3. As the undersigned Releasor, I understand that neither Technica, nor the University of Maryland (the “**University**”) require me to participate in this Activity, but that I am voluntarily participating despite the possible dangers and risks and despite this Release.
4. I provide herein my informed consent in exchange for the valuable consideration received, including access to, and/or participation in, the Activity, in addition to assistance provided by the University and the Technica Team, as the undersigned Releasor.
5. I assume all of the risks and responsibilities in any way arising from or associated with this Activity, and I release the University and the Technica Team and all of their affiliates, divisions, departments and other units, committees and groups, and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively “**Releasees**”), 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 connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively “**Liabilities**”) to the greatest extent permissible under law.
6. I AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES AND ANY LIABILITY THAT I CREATE FOR THIRD PARTIES THROUGH MY ACTS OR

OMISSIONS. NEITHER THE UNIVERSITY NOR THE TECHNICA TEAM SHALL BE RESPONSIBLE TO ANY THIRD PARTY FOR MY ACTS OR OMISSIONS IN RELATION TO MY REGISTRATION FOR, OR PARTICIPATION IN, THE ACTIVITY.

7. I understand that the University does not consider screenshots, photographs, audio, and video recorded footage to be “directory information” as defined by the U.S. Family Educational Rights & Privacy Act (FERPA). Consequently, my likeness cannot be used without a grant of permission and consent. I hereby provide my consent for Technica and the University or other third-party participants in the Activity in 2024 to capture screenshots, photographs, audio, and video-recordings of my name, image, or likeness in the course of my registration for, or participation in, the Activity. I understand that with this consent, I am expressly granting Technica and the University permission to use and release my name, image, and likeness as capture through my registration for, or participation in, the Activity in either photographic, audio, graphical, or videographic formats (the “**Content**”) for future Technica and University promotional, informational, educational, charitable, or other mission-related uses, including posting Content on their respective social media accounts and permitting unlimited reposting of such content. Technica and the University will not be required to notify me prior to using or releasing Content from time to time. I accept and agree that neither Technica or the University are responsible for the nature or usage of such content by any third parties or their reposting or reuse of that Content posted to social media accounts and that neither Technica or the University are in a reasonable position to police such reuse or reposting of Content.
8. I understand that I am free to withdraw my consent in writing for future use at any time without penalty by completing the Data Rights Contact Form on Technica’s website (<https://gotechnica.org>) or by contacting Technica Operations Team members Breanna Pompey or Sophie Tsai at operations@gotechnica.org. If I withdraw my consent, Technica will delete any Content from all platforms on which Technica and/or the University may have posted them on. However, I accept and agree that if I withdraw my consent after the Content has been posted by Technica and/or the University, neither Technica or the University are responsible for the nature or usage of such content by any third parties or their reposting or reuse of that Content posted to social media accounts and that neither Technica or the University are in a reasonable position to police such reuse or reposting of Content.
9. As the undersigned Releasor, I understand and agree that by signing this Release I am giving up, among other things, all rights to sue Releasees 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 to its terms.
10. I agree that this Release shall be governed for all purposes by Maryland law, without reference to its conflicts of laws principles and regardless of the location of my residence.
11. As the undersigned Releasor, I recognize that any required medication of the Participant

must be able to be self-administered during any and all participation in Activity. I understand that it is solely my responsibility to handle any accommodations regarding my medical needs and that it is not Technica's or the University's duty to do so without prior notice to Technica and the University of any reasonable accommodation requests on or before 13 calendar days before any Activity participation, and as defined by the Americans with Disabilities Act.

12. While Technica encourages vaccinating and masking, I understand that masking is optional at Technica and that Technica offers an online platform for remote participation. I agree to respect individual health choices and contribute to an inclusive environment. I acknowledge the unavoidable, residual risk of infection associated with all in-person activities.
13. In the event that I choose to take a bus or other common carrier for transportation to and from the event, if applicable, I agree that I have requisite legal permission to do so in order to participate in the Activity.
14. I release the driver of any Technica-chartered or -contracted vehicle from liability for any injuries I incur while within their driven vehicle. Any reimbursement for travel-related expenses by Technica to a Releasor does not create a legal relationship between Technica and any third-party common carrier or driver engaged by the Releasor.
15. I understand that minors under the age of 18 are required to leave Technica premises with a guardian or chaperone by 10:00 pm on October 26th and may not return until 8:00 am on October 27th. Technica is not liable for any minors remaining at Technica premises during these hours. Technica is not responsible for validating my guardian during the event or during my departure. I accept and acknowledge that my guardian and I are solely responsible for remaining together upon arrival, during the event, and upon departure. Technica reserves the right to require any minor to leave the event if the minor is not in proximity of their guardian.
16. I understand that Technica and the University reserve the right to ask me to leave any Activity, or to require that I remove myself or am removed by security or law enforcement from any Activity at any time and at Technica's sole discretion with or without cause, including the in-person and online event hosted by Technica and the University on the weekend of October 26th-27th, 2024. Technica and the University, and their affiliates, contractors, volunteers, and assigns will not be legally responsible to disclose any cause for I would be removed from any Activity, including the event of October 26th-27th, 2024. Any such termination of my Activity accounts shall be solely at the discretion of, and completed according to the discretionary processes of, Technica.
17. **Gather, Zoom, and Slack:**

- a. In accordance with Gather's **Privacy Policy**, the minor, under the age of 18, will not create a Gather account to be used for the program that is Technica.
- b. In accordance with Zoom's **Terms of Service**, section 6, the minor, under the age of 16, will not create a Zoom account to be used for the program that is Technica.
- c. In accordance with Slack's **Terms of Service**, under Customer and Authorized Users, the minor, under the age of 16, will not create a Slack account to be used for the program that is Technica.
- d. If the minor is under the age of 16, I, the parent or guardian, hereby agree to creating a Zoom account and Slack account under my own name and information for the use of the program that is Technica.
- e. If the minor is under the age of 18, I hereby agree to creating a Gather account under my own name and information for the use of the program that is Technica.
- f. Messages sent between the minor and other participants will be monitored by the adult who is the parent or guardian so listed below, as applicable. The Technica Organizing team is not liable for interactions which take place in those chat channels.
- g. Sponsor appointments (one-on-one) will be restricted to those of age 18 and older.
- h. Sponsor appointments (groups of 3-5 participants *only*) will be restricted to ages of 16 and older.
- i. Minors under the age of 16 will only be permitted to interact with sponsors in the general Zoom room and the Gather Space per company/representative.
- j. I, _____, confirm that the creator of the Zoom, Slack, and/or Gather account will be above the age of 18, and will be monitoring the minor's participation on Zoom, Slack, and/or Gather, as well as messages sent between the minor and other participants on those platforms for the program that is Technica. The Technica Organizing team is not liable for interactions which take place in chat channels on those platforms.

18. MLH:

- a. I willingly disclose my home address for the Technica and Technica's affiliates' donated merchandise that will be delivered on a participation basis to the home address given by free will. The merchandise will be delivered under my name to my home address through the organization known as Major League Hacking. Technica is not liable for the loss of said intended property or the health risks that could be associated with the goods being sent.
19. I relinquish the right to restrict license rights for Technica's usage of the intellectual property that I will include in my Hacker Profile for the program that is Technica. I agree with the statement that the information given will be by free will and will not be used against the Technica Team, University and all affiliates. Technica and the University will not be liable for the use and distribution of the information given to fill the Hacker

Profile. I reserve the right to not fill in sections of the Hacker Profile based on my own discretions for participation in the program that is Technica.

- i. I, the undersigned(s), relinquish the right to sue the Technica Team, University and all affiliates, for the use and distribution of my personal information that I will be willingly disclosing in order to participate in the program that is Technica.

I have read this Release and all of its terms. I fully understand and accept the Release and all of its terms as provided herein, and I acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire before signing the Release. I agree to be legally bound by the Release. **I further state that I am competent to sign this Release, or that my parent or guardian (as provided below as applicable) are competent to sign this Release with me and on my behalf.**

If Participant is under 18 (Adult supervision is required with the participant for the duration of the hackathon):

Name of Participant (Print): _____

Name of Parent/Guardian (Print): _____

Signature of Parent/Guardian: _____

Phone: _____

If participant will be supervised by a chaperone that is not their parent/guardian:

To be completed by the Parent/Guardian of the Participant:

- I acknowledge that the undersigned chaperone will supervise the Participant for the duration of Technica.

Name of Chaperone (Print): _____

- [OPTIONAL] I allow for the following person(s) to supervise the Participant in the event that the undersigned chaperone is unable to supervise (the replacement chaperone will be required to sign a Minors Waiver during event check-in):

Name of Chaperone #2 (Print): _____

Name of Chaperone #3 (Print): _____

Name of Chaperone #4 (Print): _____

Signature of Parent/Guardian: _____

To be completed by the Chaperone of the Participant:

Name of Chaperone (Print): _____

Signature of Chaperone: _____

Phone: _____

Parent/Guardian ID: