

# hackBCA

## ALLOCATION OF RISK/WAIVER OF LIABILITY/MEDIA RELEASE

I recognize that there are risks to me and my property which I may be exposed to by participating in hackBCA. My participation demonstrates my understanding of the risks. I hereby assume all of the risks of participating and/or volunteering in hackBCA, 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 release the Bergen County Technical School District, hackBCA, 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 hackBCA, 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 hackBCA and the Bergen County Technical School District. 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 hackBCA 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 hackBCA and will conduct myself in a manner deemed appropriate by hackBCA officials and refrain from misconduct. I acknowledge that the officials of hackBCA have the right to remove me from the event at any time for any reason at their discretion. If at any point I leave hackBCA early I shall not be admitted back in. All submissions to hackBCA remain the intellectual property of the individual or organizations that developed them. By registering, consenting to the terms of hackBCA, 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 announcement of contest winners (March 23, 2014) as an example of work.

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

I have read this document, 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)

(Releaser's 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 hackBCA 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's or Guardian's Signature)

(Date)