

# hackBCA V

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

You have requested permission to participate in hackBCA V (henceforth known as “the Event”) offered by the hackBCA group (henceforth known as the “Student Group”) and the Board of Education of the Bergen County Vocational and Technical Schools District (henceforth known as the “School District”, and collectively with the Student Group as “hackBCA”).

I recognize that there are risks to me and my property which I may be exposed to by participating in the Event. My participation demonstrates my understanding of the risks. I hereby assume all of the risks of participating and/or volunteering in the Event, 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.

### RELEASE AND INDEMNIFICATION

In exchange for an opportunity to participate in the event, I assume all risk and hereby release and further agree to indemnify and hold harmless hackBCA, its present and former affiliates, officers, directors, trustees, agents, sponsors, suppliers, employees, organizers, and event chaperon(s), 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 the Event, 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 errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of hackBCA. I indemnify and hold harmless the Released Parties from and against any and all claims for injuries, accident, illness, or death, or any loss or damage to personal property arising out of, directly or indirectly, participation in the event and/or rendering or failure to render medical treatment, including claims based on any form of negligence on the part of the Released Parties. If any provision of this Release is void, all remaining provisions shall remain in full force and effect.

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.

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 to or loss of any personal property, including, but not limited to theft of my belongings.

To the best of my knowledge, the medical information provided to hackBCA is correct and complete and the person herein described has permission to engage in all prescribed activities except as otherwise noted herein.

### INTELLECTUAL PROPERTY

All submissions to the Event remain the intellectual property of the individual or organizations that developed them. By registering, consenting to the terms of the Event, 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 as an example of work.

### PHOTO RELEASE

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 deemed as 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 from any and all claims which arise out of or are in any way connected with such use.

**CONSENT FOR MEDICAL SERVICES AND EMERGENCY AUTHORIZATION**

I do hereby give permission for hackBCA’s representatives to order the transport of me to the nearest hospital or medical center for emergency medical treatment.

I do hereby give my consent and authorization to the personnel of hackBCA to seek the services of doctors, hospital doctors, hospitals, and ambulances for my emergency care until my parents or emergency contacts are available to make decisions on my behalf.

I understand that the financial costs incurred for any medical or emergency care will be assumed and borne by me.

I release, acquit, discharge, and covenant to hold harmless hackBCA and the Released Parties from any and all actions, damages, and/or liabilities arising from treatment of any sickness or accident incurred by me.

I am unaware of any physical or medical limitations that would preclude me from attending this event except as may otherwise be noted herein. I understand that there are risks involved in participating in recreational activities and other activities related to involvement in this event.

**EVENT RULES**

I understand that this is a school event and that the Code of Conduct as described in the Family Handbook/Student Code of Conduct of the Bergen County Academies applies to this event.

I understand that it is my responsibility to remain in supervised areas of the building. Participants found in non-supervised areas of the building will be immediately dismissed from the event.

I understand that I may not leave the event prior to its conclusion unless I am signed out by an authorized adult. Exiting the building without authorization prior to the conclusion of the event will be grounds for dismissal from the event and/or for disciplinary action.

**SIGNATURE**

The parties may rely upon facsimile and/or electronic versions of this agreement including all signatures thereon.

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 sign it of my own free will.

_____	_____	_____	_____
(Print Participant’s Name )	(Participant Age)	(Participant’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 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.

_____	_____	_____
(Print Parent/Guardian’s Name )	(Parent/Guardian’s Signature)	(Date)