

HACK THE NORTH RULES, RELEASE AND WAIVER OF LIABILITY

Welcome to Hack the North! We're pleased that you can participate. Before you join in the fun, we want to make certain that you understand that your participation is subject to a few rules and parameters, and your execution of the release set forth in this document.

Rules

1. If you are under the age of 18, you must obtain the consent of your parent or guardian to participate in Hack the North and to agree to this Agreement, by having your parent or guardian fill out their contact information below and clicking on the "I AGREE" button. You acknowledge that, even if you are a minor, you must read and understand the content of this Agreement, and that you have the capacity and intend to be bound by the terms of this Agreement.
2. You must comply with all facility and equipment rules and requirements during your participation in Hack the North, including all safety instructions and requirements, and prohibitions against inappropriate alcohol usage. You are not to take unreasonable risks while using the facilities where Hack the North is located, including causing any other person using such facilities an unreasonable risk of harm.
3. You assume full responsibility for any damage or injury caused by you in your participation in Hack the North (whether to persons or property, and whether to yourself or others) and release the University of Waterloo, Techyon, all sponsors of Hack the North, and all other participants in Hack the North (collectively, the "Releasees") from any liability therefore. **YOU ARE AWARE THAT YOUR PARTICIPATION IN HACK THE NORTH IS SOLELY AT YOUR OWN RISK, AND THAT THE RELEASE HEREIN IS INTENDED TO REFLECT THAT UNDERSTANDING.**
4. You will own any developments made by you during Hack the North, and all right, title and interest in those developments, including the intellectual property rights therein, shall belong to you. However, you acknowledge that during the course of Hack the North, you may obtain access to products, developments, information and

other materials belonging to other participants of Hack the North, the sponsors of Hack the North and/or other third parties ("Third Party Materials"), and that nothing in this Agreement is deemed to transfer any ownership, right, title or interest in such Third Party Materials to you. Your only rights to the Third Party Materials shall be those expressly granted to you by the owner(s) of the Third Party Materials. Specifically, any APIs or other software provided to you by sponsors of Hack the North are subject to the subscription terms and software licenses associated with such APIs or other software.

5. You acknowledge that Hack the North is intended to be an event where ideas are shared freely, and therefore acknowledge that any information that you share with other participants of Hack the North, the sponsors of Hack the North and/or other third parties during Hack the North is solely at your discretion and risk. If you wish to protect your information, it is solely your responsibility to implement confidentiality and security measures with respect to the persons to whom you are disclosing your information. None of the Releasees shall have any responsibility under this Agreement or by virtue of their participation in Hack the North with respect to your information.
6. You acknowledge that the organizers and sponsors of Hack the North, including the University of Waterloo and Techyon (collectively, the "Organizers") will be recording the Hack the North event on video, photographs, audio recording and other media, and therefore agree that:
 - The Organizers have the unrestricted right to use your likeness, image, voice, opinions, and appearance, and also any images of your projects, developments, materials and belongings made at or brought to Hack the North, captured through video, photographs or other media during Hack the North for the express purpose of creating promotional material (the "Images"), for the purposes of use in websites, promotional materials, publications and other media of any of the Organizers, whether in print or electronically (the "Materials"). The foregoing right includes permission to copyright, use, re-use, publish, and republish Images in which you may be included, intact or in part, composite or distorted in character or form,

without restriction as to changes or transformations, in conjunction with your own or a fictitious name, reproduction in color or otherwise, made through any and all media now or hereafter known;

- The Organizers shall solely own the Materials in which you or your Images, in whole or in part, may appear, including copyright interests, and you have no ownership rights therein;
 - You give all clearances, copyright and otherwise, for use of your Images, and waive any moral rights that you may have in the Materials in which you or your Images may appear. The rights granted to the Hackathon Organizers herein are perpetual and worldwide. For greater certainty, my Images may continue to be used after the completion of Hack the North;
 - You relinquish any right that you may have to examine or approve the Materials in which you or your Images may appear or the use to which they may be applied; and
 - You hereby release, discharge and agree to save harmless each and all of the Organizers from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form of the Images whether intentional or otherwise, that may occur or be produced in the recording of the Images or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
1. You agree that the Organizers may share your registration details, linkedin/github profiles, details of your Hackathon product, and other information obtained from you in the course of, or relating to, Hack the North with the sponsors of Hack the North, and acknowledge that such sponsors of Hack the North may contact you during and after Hack the North. By agreeing to this document and/or participating in Hack the North, you are providing your express consent to communications by the Organizers and sponsors (including e-mail communications, both marketing and informational) respecting the products and services of the Organizers and sponsors, and future events.

2. You acknowledge that if you provide Hack the North with false or misleading information (such as your identity or status as a student), or otherwise contravene the rules and obligations set out in this document, you forfeit your right to participate in Hack the North and/or obtain any prizes from Hack the North. You agree that in such case, Hack the North may pursue any remedy in law or equity to reclaim any prize or recover any damages occurring as a result of your contravention or misrepresentation.

Release

For valuable consideration, including permission to take part in Hack the North, the undersigned on behalf of him/herself, his or her personal representatives, assigns, heirs and next of kin:

- hereby covenants not to sue, and releases, waives, and discharges the Releasees, their owners, officers, agents, affiliates, employees, volunteers, and/or any other person or entity in any way associated with Hack the North, from liability for any injury to the person or property or death of the undersigned arising out of or related to use of the premises, equipment, or other facilities of the Releasees, whether caused by an act of negligence of the Releasees or otherwise; and
- hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to their participation in Hack the North, whether occurring to the undersigned or to any other person or entity for whom the undersigned is responsible or with whom the undersigned is associated, and whether caused by an act of negligence of the Releasees or otherwise. The foregoing release includes, but is not limited to, any occurrences of personal injury, illness (food-borne or otherwise), and loss of belongings, whether by theft or otherwise. The undersigned further agrees that this instrument (the terms of which collectively are referred to as the Agreement) is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario and that if any portion thereof is held invalid, that portion shall be invalid only to the extent required by law, and the balance shall, notwithstanding, continue in full force and effect.

I have completely read and understand this Agreement and its terms, and agree to comply with all rules and obligations set forth in this Agreement. I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or guarantee being made to me. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to any other parties, and that none of the Organizers have any financial commitment or obligations to me as a result of this Agreement or the use of my Images. Prior to signing this Agreement, I have had the opportunity to ask any questions about this Agreement and Hack the North.

Name:

Date of birth:

Address:

Phone:

Signature:

Date:

Emergency contact (name and relationship):

Address:

Phone:

I, the parent or guardian of the above person, acknowledge that I have carefully read and considered the provisions of this Agreement, and consent to their acceptance of this Agreement. I further acknowledge that I have had the opportunity to seek legal advice, and have either obtained such advice with regard to this Agreement, or have chosen not to do so.

If under 18, Parent/Guardian signature

Date