



mchacks

## McHacks 8 Liability Waiver

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

I wish to participate in the McHacks software and hardware development contest. I hereby agree to comply with all of the McHacks rules and procedures and to act in accordance with the instructions of McHacks officials. I understand that, should I violate any of the aforementioned guidelines, I will be subject to the consequences deemed appropriate by the McHacks 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 McHacks 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 virtually between 9:00 PM EST on Friday, January 29, 2021 and 9:00 AM EST on Sunday, January 31, 2021, unless stated otherwise by a McHacks official.

I understand that McHacks 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 allow McHacks officials or judges to view code from My Project for the purpose of judging and that the ruling of the judges is final. McHacks 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 McHacks and McGill University against any liability related to My Project.

McHacks, HackMcGill, the Students' Society of McGill University, and McGill University are not liable for any emotional or physical damage to me, 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 McHacks or McGill University. McHacks, HackMcGill, the Students' Society of McGill University and McGill University are not liable for any consequential, punitive, secondary, speculative, special or incidental damages, and have no liability 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 McHacks and HackMcGill 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 McHacks, McHacks 8 sponsors, and other McHacks affiliates.

I acknowledge that I am responsible for respecting humankind and the hacking community at large by conducting myself in a manner deemed appropriate by the McHacks officials and not being abusive to

other individuals during the event. I acknowledge that due to the online nature of the event, I will be liable for all messages and posts from my Discord and Zoom account(s); any violations to the Code of Conduct (which the hacker signed when they applied for the event) will be handled accordingly.

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Participant Signature

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Parent/Guardian Signature (Only If  
Participant Is A Minor)

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Print Name

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Print Name

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Date

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Date