

**“McDonogh Hacks”
Liability and Photo Release |
Code of Conduct Agreements**

Please read the following document completely and apply an electronic signature on the the McDonogh Hacks “Plume” Application Dashboard, app.mcdonogh hacks.org

I.

**McDonogh School
Liability Release, Waiver, Discharge and Covenant Not to Sue**

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, “Release”), made 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 or guardian, if Releasor is under 18 years of age) to McDonogh School. As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip or other activity described as Fader Hackathon (the “Activity”). As the undersigned Releasor, I understand that McDonogh School does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by McDonogh School, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release McDonogh School and all of its affiliates, divisions, departments and other units, committees and groups, and its 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”), unless caused by the reckless endangerment or willful misconduct of Releasees, and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities. As the undersigned Releasor, I recognize that this Release means 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. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I agree that this Release shall be governed for all purposes by Maryland law, without regard to such law on choice of law.

As a parent and/or legal guardian,

- ☐ I agree to pay the fees required for my student’s participation in this field trip.
- ☐ I authorize my child’s teacher and/or any adult supervisor at McDonogh Hacks, an adult in whose care the minor child has been entrusted during the field trip, to do any acts which may be necessary or proper to provide for the health care of the minor child, including but not limited to the power to: (1) provide for health care at any hospital or other institution and employ any physician, dentist, nurse, or other person whose services may be needed for such health care; and (2) consent to and authorize any health care, including administration of anesthesia, X-ray examination, and performance of life-sustaining procedures. This consent shall be effective only during the field trip described herein. By signing electronically on the McDonogh Hacks Web site (www.mcdonogh hacks.org), I indicate that I have the understanding and capacity for communication of health-care decisions; that I am fully informed as to the contents of this document; and that I understand the full import of this grant of powers to the agent named herein.
- ☐ I agree to accept responsibility for and to pay any fees or charges for emergency medical care or other expenses authorized by the teacher, administrator, or other school staff member in an emergency.
- ☐ I further agree to indemnify and hold harmless the faculty sponsor, volunteer chaperones, McDonogh School, (including its agents, employees, and representatives) from and against any and all claims, suits, or causes of action which I or my child may have or claim to have for any

injuries arising from, out of, during, or in connection with my child participation in the field trip or the rendering of emergency medical care or treatment, except for injuries caused by gross negligence or intentional wrongdoing.

Additionally, I acknowledge both my child and I understand:

- ☐ Each student is responsible for his/her own belongings, including but not limited to electronics and money.
- ☐ Decisions about the student's behavior and potential dismissal from the program will be in the sole discretion of McDonogh School's representatives.
- ☐ The same rules of student conduct that apply to the behavior of students at McDonogh School apply to the behavior of students while at this event.
- ☐ Students are expected to follow all directions and instructions given by the teachers and other chaperones, including representatives of McDonogh School, at the event.
- ☐ Failure of the student to follow the rules of behavior, directions, or instructions may result in being sent home by the most reasonable and appropriate means of transportation, at the family's personal expense.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

II.

Photo and Recordings Release Form

In consideration of my opportunity to participate in the McDonogh Hacks Program (the "Program"), I, the undersigned, give my permission for and grant McDonogh School the irrevocable right to:

- ☐ Interview me and/or record my participation in the Program and appearance on video tape, audio tape, film, photograph or any other media, whether now known or hereafter existing (the "Recordings").
- ☐ Use my name, likeness, image and/or voice in connection with the Recordings.
- ☐ Use, reproduce, distribute, publicly display and/or publicly perform, either electronically or by any other media whether now known or hereafter existing, and to allow others to do the same, my name, likeness or voice, the Recordings, and/or copies of the materials listed below (the "Materials"), in whole or in part worldwide, without restrictions or limitations, in perpetuity, for any purpose including without limitation, promotional, educational or commercial use.
- ☐ I agree to release McDonogh School, its trustees, officers, employees, students, and agents from any liability to me, and on behalf of my heirs, executors, administrators, legal representatives and assigns, based on or arising out of use of my name, likeness, or voice, or the Recordings or Materials.
- ☐ I agree to make no accounting, monetary or other claim against McDonogh School for use of my name, likeness or voice, the Recordings or the Materials.

I have read this Photo and Recordings Release Form and understand its terms. By signing the electronic signature field on the McDonogh Hacks Web site (www.mcdonoghghacks.org), I voluntarily and with full knowledge of its significance.

III.

MCDONOGH HACKS 2018 CODE OF CONDUCT

McDonogh Hacks is intended to be a fun, safe, and inclusive environment for hackers. To ensure that every hacker is given an equal opportunity in a welcoming environment, you must abide by the following guidelines. Participants are expected to follow these rules at all McDonogh Hacks venues, at McDonogh Hack social events, and on McDonogh Hacks transportation. Failure to do so may result in a warning or expulsion from the event with no eligibility for travel reimbursement.

COMPETITION RESTRICTIONS

Participation in the event is limited to currently high-school aged students who are at least 13 years of age. To ensure fairness during the hackathon, qualified entries are restricted to those started within the hackathon hours. Projects that contain code written before the official hacking start time will be disqualified; however, exceptions to this rule are made for publicly available open-source code and libraries. Submission of another group's or individual's work is considered cheating and will result in disqualification. Only work built during the event will be considered for prizes. The McDonogh Hacks team reserves the right to disqualify projects for other forms of cheating not specified here. In particular, misrepresentation of your hack, accidental or not, is considered cheating. For example, if you use an API or library in your backend and you do not disclose that you did not implement it yourself, you are eligible for disqualification.

HARASSMENT

McDonogh Hacks and McDonogh School strictly abides by the following harassment policy. Harassment includes but is not limited to offensive conduct, inappropriate physical contact, and unwelcome sexual attention. This includes any improper verbal or physical behavior related to gender, race, age, sexual orientation, disability, or religion. Participants, sponsors, mentors, and anyone attending the hackathon events are expected to comply with the anti-harassment policy. If a participant engages in inappropriate conduct, the McDonogh Hacks team and any member of the McDonogh School faculty or staff reserves the right to take whatever action it deems appropriate, including warnings and expulsion from the event. If you feel that you are being harassed, observe another person being harassed, or have any other concerns, please contact Steve Eno at eno@mcdonoghschool.org.