



LIABILITY WAIVER

Nicholas Niemczyk

I, _____, grant permission to Codefi, the Marquette Tech District Foundation, Inc., and any of its subsidiaries employees and/or contractors, hereinafter referred to as Code Labs to perform any action, in their sole discretion, they deem necessary in their attempt to perform computer services on my computer(s) in regard to the course Code Labs One, and waive and release Code Labs from any liability whatsoever for data loss, component failures, or otherwise, occurring during or after the computer service, diagnostics, testing, or thereafter.

Loss of Data: I am solely responsible for backing up my own data and software regardless of whether Code Labs has been advised of the possibility of data, hardware or software loss. DUE TO RISKS INHERENT IN THE PROCESS OF PERFORMING COMPUTER SERVICE WORK, DATA MAY GET DAMAGED OR AT WORST, DELETED. REGARDLESS OF WHETHER CODE LABS HAS BEEN ADVISED OF THE DANGER OF DATA OR SOFTWARE LOSS, CODE LABS IS NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR SOFTWARE WHICH MAY OCCUR ON MY COMPUTER OR ON ANY OTHER DEVICE.

Limit of Liability: ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY CODE LABS ACTION (OR INACTION) HEREUNDER ARE HEREBY EXPRESSLY WAIVED. Any time a computer is accessed, there is risk of damage including, but not limited to, permanent loss of data or programs, and total loss of function of the computer or other computers and data associated with it. Risks increase when the computer(s) has been infected with malicious software or is affected by one or more hardware or software anomalies, known or unknown to Code Labs. Code Labs will assume zero liability for damage to my computer(s) and storage device(s). I am aware that certain repairs, including but not limited to malware removal, software installation, software removal, setting up dual boot for Linux, may damage software and/or data installed on my computer. This is to be expected and may require the re-installation of the operating system, programs, and data at my expense.

Privacy: Codefi Labs personnel will not browse through my computer(s) looking at my data; however, they may inadvertently see data during the course of their computer service work. Prior to granting permission to Code Labs, personnel to examine my computer(s) and associated data files, I agree and acknowledge it is my sole responsibility, whether it is possible or not, to remove any personal or private files I do not want Code Labs to see.

Right to Refuse: In its sole discretion, Code Labs reserves the right to refuse troubleshooting your computer for any reason.

MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN.

Printed Name: Nicholas Niemczyk

Signature:  Date: 07-08-2019