

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

***By signing this waiver you agree to follow the Behavioural Rules of h2hacks as laid out in the [MLH Code of Conduct](#).***

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE h2hacks, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in h2hacks, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of participating in h2hacks, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that h2hacks does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. 4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York and that any mediation, suit, or other proceeding must be filed or entered into only in New York. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

### **h2hacks PHOTO RELEASE FORM**

I hereby grant the Coordinators of the h2hacks Hackathon permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of h2hacks and may not be returned. I hereby irrevocably authorize h2hacks to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge h2hacks from all claims, demands, suits, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. BY REGISTRATION AND PARTICIPATION IN THE HACKATHON, I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND AND AGREE TO

ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I REGISTER FOR AND PARTICIPATE AT THE EVENT AT MY OWN FREE WILL.

I have read this waiver, release of liability, photo release, consent, and h2hacks Code of Conduct and I am signing it voluntarily.

**h2hacks Participant Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If h2hacks participant is under 18, a parent/guardian signature is required:**

I have read this waiver, release of liability, photo release, consent, and h2hacks Code of Conduct and I am signing it voluntarily. I give permission for my child to be treated by the appropriate medical personnel for any illness/accident while at the Activity.

**Parent/Guardian Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Information: A contact phone number where individuals can be reached, regardless of the time of day must be provided, in case of emergency.**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **Address:** \_\_\_\_\_

\_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

Please indicate any special medical problems (medicine, injury, allergies) of which we should be aware:

**Note: ATTENDEES MUST BRING THEIR STUDENT IDS.**