

Minor Participant Agreement

Participant Information:

Participant's Full Name: _____

Home Address: _____ Date of Birth: _____

Home phone number: _____ Cell: _____

Any medical problems/conditions: _____

Allergies: () food; () medicine; () other

Please describe allergy: _____

Parent/Guardian Information:

Parent's/Guardian's Full Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

Additional Emergency Contact Information:

Name: _____

Relationship to Participant: _____ Phone Number: _____

Site: Rackspace Headquarters, 1 Fanatical Pl, Windcrest, TX 78218

Name of Event: School's Out Hackathon **Event Date:** _____

Agreement

I am the parent/guardian of (participant name) _____ (the "Participant"). I acknowledge that I have voluntarily consented to allow the Participant to participate in the above referenced activity and I have full knowledge of the risks that this activity presents, including travel to, participation in, and returning from the activity. I am aware that portions of this activity are not guided or supervised by Rackspace.

Compliance with Law. I as a parent/guardian agree on behalf of the Participant that Participant must comply with Rackspace's on-site security requirements, as they may be modified from time to time. Participant shall comply with all applicable law while at Site. Rackspace may require any Participant to

leave its premises for any reason or no reason in Rackspace's sole discretion, and will notify parent/guardian immediately.

Participant Release of Rackspace. I understand and agree that as a condition of participation in this activity, I as parent/guardian of the Participant and on behalf of the Participant hereby release Rackspace US, Inc., each of its affiliates, each of their respective employees, agents, contractors, and other personnel, and each other person who owns, leases, manages or operates the Site (collectively referred to below as "**Rackspace**") for any damage, injury, or death to the Participant, or any other persons or property, that results from any negligence, but not gross negligence, of any Rackspace persons that is in any way connected with the Participant's participation in this activity. I hereby release and hold harmless from any and all loss or damage to any of Participant's property, from any cause (including theft, accident, act of God, vandalism, premises defect, and any damage or inconvenience that may arise) unless caused by Rackspace's intentional misconduct.

Systems Access. Participant shall not access or attempt to access any Rackspace information technology system unless Rackspace has given advance approval and Participant has executed Rackspace's additional contractual requirements for secure information access.

Media Release. I agree that photographs/audio/video recordings taken of Participant may be used in all media, including Interactive media, the Internet and CD-ROMs, DVDs, and all types of worldwide advertising, for the purposes of Rackspace, or Event, promotional and marketing material, and publications related to Rackspace® services and its corporate culture, and waive any rights of compensation arising or related to the ownership or use of those images, content or recordings.

I hereby release and discharge Rackspace US, Inc. and its affiliates from any and all claims, causes of action and demands arising out of or in connection with the use of my child's name, photographic images, pictures, likeness, voice and video recordings, including without limitation, claims for defamation, misappropriation, infringement, libel, invasion of privacy, violation of moral rights, or violation of publicity. I hereby waive any right to inspect or approve finished photographs/audio/video recordings and subsequent materials that may be used or to the eventual use that might be applied.

Controlling Law, Disputes. The laws of the State of Texas (exclusive of its choice of law principles) govern this Agreement. **Exclusive venue for all disputes arising out of the Agreement shall be the state or federal courts of Bexar County, Texas, and each party agrees not to bring an action in any other venue.** Participant waives all objections to this venue and agrees not to dispute personal jurisdiction or venue in these courts. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PARTIES ACTIVITIES IN CONNECTION WITH THIS AGREEMENT.

Notices. Legal notices shall be sent via electronic mail and first class United States mail to Rackspace US, Inc. at the following address and to Vendor at the address provided above:

legalnotice@rackspace.com

General Counsel
Rackspace US, Inc.
1 Fanatical Place
San Antonio, Texas 78218

Notices shall be effective as of the day sent via email, or if that day is not a business day, or the first business day that follows the day sent.

I have carefully read this agreement and fully understand all of its terms and conditions. I understand that this is a release of liability, which could legally prevent me and/or the Participant from filing a law suit or making any other legal claim for damages in the event of the Participant's death or injury. With this knowledge, I, in my individual capacity and my capacity as parent/guardian of the Participant, am entering into this agreement fully and voluntarily. I agree that the agreement is binding upon me, my spouse, my heirs, my children including any guardian ad litem for the children, my assignees, and legal representatives. I understand and agree that I am signing this waiver and release on behalf of my minor child that I am giving up rights for the minor child.

This Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, whether written or oral.

Parent/Guardian's Signature:

By: _____

Printed Name: _____

Title: _____

Date of Signature: _____

MEDICAL TREATMENT CONSENT

In the event that neither I nor the additional designated emergency contact can be reached, I authorize and consent to medical, surgical, hospital care, treatment and procedures which is/are deemed immediately necessary by the treating physician to safeguard the health of my child _____ [Participant Name]. I release Rackspace from any liability for injury or harm to the child which may result from this medical care. I understand responsibility for payment of such medical care will be mine and certify that the child is covered by adequate medical insurance.

Health Insurance Co.: _____

Policy #: _____

Parent/Guardian's Signature

Date

Parent/Guardian's Printed Name