



## TERMS, ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

As a Participant in the HackTheOzarks hackathon, you are subject to the rules, guidelines, and code of conduct set forth in this document in addition to all other applicable documents. By participating in the event, you fully agree to comply with all rule, instructions, and procedures set forth by the event organizers. Further, you hereby agree and understand that any violation of set guidelines may be subject to consequences at the sole discretion of the organizers, including but not limited to revocation of prizes, ejection from the event, and/or refusal to reimburse expenses.

BY PARTICIPATING IN THE HACKTHEOZARKS HACKATHON, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OTHER APPLICABLE DOCUMENTS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, DO NOT REGISTER AND EXIT THIS PAGE. YOUR AGREEMENT TO THESE TERMS BECOMES IMMEDIATELY EFFECTIVE UPON YOUR COMPLETED REGISTRATION FOR THE EVENT.

Henceforth, "I", "my", and other first-person pronouns shall refer to the Participant. "Organizers" shall refer to any persons or group who had significant participation in the creation of the event, namely (but not necessarily exclusively) the HackTheOzarks committee, Ozarks Technical Community College (OTC), and the OTC Computer Information Science department.

(A) I HAVE REPRESENTED MYSELF ACCURATELY AND HONESTLY to the best of my ability on my application and event registration forms.

(B) The Organizers will make no claim of ownership or royalties of any project or hack created during the event. Any original work created will remain solely under of the ownership of its team members. The Organizers will hold no liability for any legal or contractual issues that may arise from the project. Given this, I AGREE to indemnify, hold harmless, and defend the Organizers against any liability related to the project.

(C) I VERIFY that the project I work on is original to my team and was produced during the event. It is understood that I may use outside resources that are appropriate licensed and equally and fairly available to all Participants throughout the event. In incorporating outside resources, I agree to follow all applicable licensing and copyright.

(D) I VERIFY that the intent of the project that my team develops will not be to cause malicious harm, violate any applicable laws and treaties, and/or create mass destruction to any individual, organization, or nation. Projects may not be obscene, distasteful, alienate any person or group, or encourage invasion of privacy.

(E) I AGREE to allow the Organizers and judges to view code from my team's project for the purpose of judging. During all presentation and judging rounds, teams will be required to present their projects, which may require an explanation of the development process, technologies, and other "trade secrets."

(F) I UNDERSTAND that I have no claim to any prize money or merchandise, promised or otherwise. Distribution of all prizes (excluding branded prizes) will be at the discretion of the Organizers, with recommendation from the judges. All decisions will be final and may not be contested. Branded prizes are a transaction exclusively between the sponsoring company and the winning Participant, and the Organizers will take no responsibility or claim liability for them.

(G) I UNDERSTAND that I will be fully responsible for any costs incurred as a direct or indirect result of participation in the event, including but not limited to use of proprietary technology, food, accommodations, and other purchases. The Organizers will not be liable for any costs or expenses incurred throughout the event.

(H) I AM RESPONSIBLE FOR respecting other participants, volunteers, sponsors, members of the hacking community at large by conducting myself in a manner that is courteous and non-abusive to other individuals. I agree to comply with the Organizers and any staff members acting at an official capacity if asked to change my behavior, or face consequences including ejection.

(I) I UNDERSTAND THAT ALL SERVICES for the Participants during this event, including but not limited to transportation, facility use (property, furniture, electricity, networking), food and beverage, and activities ARE PROVIDED AS-IS AND AS-AVAILABLE BASIS ONLY, WITH NO WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR REMAIN UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS. WE ARE NOT LIABLE, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER WE APPEAR TO PROVIDE THESE THIRD PARTY SERVICES.

(J) I AGREE that the Organizers and event staff reserve the full right to disqualify from participation and prizes any Participant and/or team who does not comply with these terms or code of conduct, and eject and banish any person from the property whose behavior creates and unwelcome or unsafe environment.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS EVENT, including but not limited to any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I also agree that I am liable for any damage I cause to facilities, properties, and services owned by Ozarks Technical Community College.

I UNDERSTAND THAT A HACKATHON IS PHYSICALLY GRUELING, including the possibility for fatigue and sleep deprivation. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal

injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: the Organizers, OTC employees/ volunteers/ representatives/ agents, the activity or event holders, activity or event sponsors and their representatives/ agents, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in (A) from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that HackTheOzarks and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of HackTheOzarks and OTC.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event, and lack of hydration.

These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. By participating in the event, you give permission to the Organizers to take photographs and/or make audio or video recordings and edit them, and release the Organizers from any and all liability that may or could arise from the taking or use of the images. The Organizers will own and may publish, sell, distribute, or otherwise use them in any way that they believe is proper, including, but not limited to, print publications, video for the web, podcasting, and broadcast media. You understand that you and any other person photographed or recorded will not receive any payment or compensation.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

The organizers reserve the full right to modify, postpone, or cancel any part of the event or the event in full, with no advance notice. If the event is modified, cancelled, or postponed directly or indirectly from events outside the defaulting party's reasonable control, including without limitations acts of God, civil or military authority, acts of public enemy, war, terrorism, riots, labor strikes, fire, explosion, earthquake, flood, then the Organizers will take no responsibility in providing any reimbursements or compensation for costs or damages associated with cancellation of the event. The Organizers reserve the right to modify this agreement at any time before or after registration, up to and including the weekend of the event. Changes will be announced as they are made, and continued participation in the event will constitute full agreement to these changes. All Participants will be bound by the most recent versions of the terms and codes of conduct at all times. Any failure by us to enforce or exercise any provision of these terms or related rights shall not constitute a waiver of that right or provision. In the event that any provision of these terms, or its application thereof to any person, place, or person, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the

remainder of these terms and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

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.

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

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

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

If HackTheOzarks participant is under 18, a parent/guardian signature is required

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

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

**I have read this waiver, release of liability, photo release, consent, and HackTheOzarks 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Emergency Contact Information**

A contact phone number where individual(s) can be reached, regardless of the time of day must be provided, in case of emergency.

Name: \_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

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