

Hack Happy Valley Liability Consent

In order to participate in Hack Happy Valley (the "Event"), the student whose name is below (the "Participant") must have this Participant Agreement, Waiver, and Release of Liability (this "Agreement") signed by a parent or guardian. This agreement is made and entered into by me, the parent or guardian of the Participant, and The Hack Foundation, a California Nonprofit corporation ("The Hack Foundation").

1. Risk

There is some risk associated with participating in the Event. In addition to computer programming, attendees may participate in physical activities, consume food or drinks, and engage in other activities, and may not be fully supervised continuously for the entire event. Many risks may also arise from the Participant's or others' negligence, conditions related to travel, the event format itself, or the condition of the Event location.

I certify that the Participant is in good physical and mental condition, and fully able and mature enough to participate in the Event. If the Participant has any medical conditions, food allergies, or other concerns that may affect participation, I have let The Hack Foundation know before signing this agreement.

In consideration for the Participant's ability to participate in the Event, I, on behalf of myself, the Participant, and the Participant's heirs, executors, and administrators, hereby waive, release, and forever discharge and hold harmless The Hack Foundation, all sponsors of the Event, the companies hosting the Event, the companies or individuals who own or manage the buildings at which the Event takes place, and all the directors, officers, employees, staff, volunteers, representatives, contractors, predecessors, successors, heirs, assigns, and agents of all the above-listed organizations from all direct, indirect, and consequential damages, and from any and all claims, demands, liabilities, or causes of actions of any kind or character whatsoever resulting from the Participant's participation in the Event. This release and discharge expressly includes any injury, disability, or damage (including death) resulting from my, the Participant's, or The Hack Foundation's own acts or omissions, or from any act or omission (inclusive of negligence) of The Hack Foundation in any way related, directly or indirectly, to running the Event. This waiver does not apply to any willful, reckless, or wanton

conduct by The Hack Foundation, or to any liability that may not be waived, disclaimed, or excluded under applicable law.

2. Conduct

The Participant must comply with the the Hack Club Code of Conduct, as available at <https://conduct.hackclub.com/>. If the Participant harasses other attendees, causes large disruptions, damages the venue or other attendees' property, or otherwise violates the the Hack Club Code of Conduct will, the Participant may be removed from the Event without refund or other compensation, and I, the parent or legal guardian of the Participant, will be responsible for picking the Participant up.

In connection with the Event, the Participant may gain access to technology, equipment, or other materials belonging to The Hack Foundation, sponsors of the Event, or the companies hosting the Event (the "Loaned Equipment"). The Participant must, at all times, use those materials responsibly and will, at a minimum: (i) only use the Loaned Equipment for the purposes authorized by The Hack Foundation; and, (ii) comply with any restrictions provided by The Hack Foundation regarding the use of the Loaned Equipment, including the The Hack Foundation Community Standards of Conduct described above.

If the Participant damages, destroys, or steals property belonging to The Hack Foundation, the Event venue, the Event sponsors, or other attendees of the Event (including through the Participants negligence), or does not return Loaned Equipment, I will pay to repair or replace such property.

3. Consent to Search

The Participant and the Participant's belongings may be searched at the Event. I, on behalf of myself and the Participant, consent to such searches, and waive any related claims that may arise.

Under the The Hack Foundation Community Standards of Conduct, certain items may not be brought to the Event, including without limitation, alcohol, drugs, knives, and weapons. I understand that if the Participant brings prohibited items, the Participant may be denied entry or removed from the Event without compensation.

4. Media Release

I, on behalf of myself and the Participant, hereby authorize The Hack Foundation, and anyone authorized by The Hack Foundation, to use the Participant's name, and to use, reproduce, and display the likeness of the Participant, including in any video, as well as any ideas, images, and video created as part of the Event (the "content"), for all purposes related to the Event, including without limitation for the promotion of The Hack Foundation events and for journalistic or archival purposes, without any restrictions or compensation. I, on behalf of myself and the participant, hereby expressly waive any rights of publicity, privacy, or integrity, or other "moral rights" that I or the Participant may have in the Participant's name or likeness, or any Content provided to The Hack Foundation.

5. Signature

I, ON BEHALF OF MYSELF AND THE PARTICIPANT, HEREBY WARRANT THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS, AND AM AWARE THAT THIS AGREEMENT RELEASES THE HACK FOUNDATION AND THE VENUE (THE CHURCH OF GOOD SHEPARD) FROM LIABILITY AND CONTAINS AND ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS.

Signature

Date

I UNDERSTAND THAT I AM ASSUMING ALL RISKS OF THE PARTICIPANT'S PARTICIPATION IN THE EVENT, AND I AM RESPONSIBLE FOR THE OBLIGATIONS AND ACTS OF THE PARTICIPANT AS DESCRIBED IN THIS AGREEMENT.

I ALLOW THE PARTICIPANT TO PARTICIPATE IN THIS EVENT. I, ON BEHALF OF MYSELF AND THE PARTICIPANT, HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

Parent/guardian signature

Date