



DREAM ACADEMY

## Harvest Hacks Waiver

### Technology / Equipment Use & Liability Document

#### **1. Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way in “Harvest Hacks” (from herein referred to as “the hackathon”) on “October 19<sup>th</sup>, 2019”, I, for myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue the Salinas Valley Dream Academy (hereinafter, Dream Academy), the organizing committees, and their respective officers, board members, employees, agents, assigns, and successors in interest, from liability from any and all claims including the negligence of Dream Academy, its officers, employees, and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the hackathon.

**Assumption of Risks:** Participation in the hackathon carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the hackathon. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD DREAM ACADEMY HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees, brought as a result of my involvement in the hackathon and to reimburse them for any such expenses incurred.

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## **2. Permission for Use of Name, Image, and Statements**

I hereby grant to Salinas Valley Dream Academy permission to reproduce and waive and release Dream Academy and its officers, agents, and employees, from any claim or liability relating to my name, personal information, likeness, identity, voice, photographic image, videographic image and oral or recorded statements in any publication of the Dream Academy intended for research, educational, promotional, fund-raising or other related use, including but not limited to, film broadcast, printed publications, webpages, and web-based publications, associated with the Dream Academy. I acknowledge that the Dream Academy will rely on this permission and release and that I will receive no money or remuneration of any kind from the Dream Academy related to this permission and release or the materials covered by this permission and release.

## **3. Usage of Provided Technology, Equipment, Room Space, Event Space, and Services:**

I agree to take responsibility for technology hardware/software borrowed and/or interacted with during the hackathon.

1. I understand I am responsible for maintaining the equipment/software in working condition while said equipment is in my possession. 2. I agree to return the equipment in the same working condition that I received it to the designated personnel. 3. I agree and understand that if the technology equipment, software, and/or other related items are stolen, vandalized, misplaced, destroyed, etc. that I am responsible and will reimburse (pay) the hackathon's organizers the amount required to replace or repair the equipment, software or other related items.

## **4. Behavioral Expectations Contract and Waiver**

As a participant in the hackathon, I agree to abide by the policies and procedures of the event and the Dream Academy. I understand that these policies, procedures, and rules may be changed at any time without prior notice or warning. I understand that inappropriate or unsafe behavior or infractions may result in the dismissal of myself or my team in the hackathon for this and all future events hosted by any of the organizations acting as the Dream Academy. I fully understand my responsibility as a participant in the above-named activity to act in a reasonable and prudent manner. I also understand that any University or college faculty or staff in attendance will be acting in an advisory capacity only. I understand that Dream Academy assumes no responsibility for my personal safety or the welfare of my

property and belongings in this activity and that I alone assume all risks associated with this activity. I hereby release, waive, indemnify and hold harmless Dream Academy and its organizing entities from any damages, claims, responsibilities or other expenses for personal injury or property damage resulting from, or otherwise in connection with my participation in this activity. I also release, indemnify and hold harmless Dream Academy for any bodily injury to me while being transported by vehicle by a Dream Academy faculty or staff member or any designated driver and / or passengers.

**Acknowledgment of Understanding:** I have read both (1) the waiver of liability, assumption of risk, and indemnity agreement, and (2) permission to use my name, personal information, and image, and fully understand the terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am accepting this agreement freely and voluntarily, and I intend by my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Agreement to any electronic form of consent or verification to this document entails complete agreement and acknowledgment of the document and the terms described within it. By attending the hackathon, I understand that I have voluntarily read and agreed to this document.

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Participant's Signature (or Parent/Guardian, if participant is a minor)

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Participant's Legal Name (in print)

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Date

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Emergency Contact Name (Parent/Guardian, if participant is a minor)

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Contact Telephone Number