

McNair Hackathon Liability Waiver



By signing this waiver...

1. I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** McNair Academic High School, Jersey City Board of Education, their officers, agents, or employees (hereinafter referred to as **RELEASEES**) from **any and all** liability, claims, demands, actions, and consequences whatsoever that may arise out of or related to any loss, damages, or injury (including death), that may be sustained by me or to any property belonging to me, while participating in the McNair Hackathon while in, on, or upon the premises on which activities are being conducted, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF RELEASES**, 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 any potential risks and danger connected with the activities involved in McNair Hacks, and I am aware that such activities may include the risk of injury or even death, and I elect to voluntarily participate in said activities, acknowledging that these activities may cause damage to my property or me. I acknowledge that McNair does not require me to participate in this activity. I voluntarily assume all responsibility for risks, loss of property, 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 participating in said activities, **WHETHER CAUSED BY 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. I acknowledge that 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 Jersey and that any mediation, suit, or other proceeding must be filed or entered into only in New Jersey. 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.

McNair Hacks Photo Release Form

By signing below, I grant the Coordinators of the McNair Hacks Hackathon the permission to use my image and likeness in photographs, videos, or other media regardless of its publication, without payment or other consideration. I understand and agree that all photos taken of me during the event by coordinators of the McNair Hacks Hackathon are the property of McNair Academic High School and may not be returned. I hereby irrevocably authorize McNair Academic High School to edit, alter, copy, display, publish, or distribute these photographs for any lawful purpose. In addition, I waive any right to view 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 McNair from all claims, demands, lawsuits, 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 REGISTERING AND PARTICIPATING IN THE HACKATHON, I AFFIRM 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, photo release form, consent form, and Code of Conduct and I am voluntarily signing.

Participant Name: _____ **Age:** _____

Participant Signature: _____ **Date:** _____

If participant is below the age of 18, a parent or guardian must sign below:

I have read this waiver, release of liability, photo release, consent, and 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 participating in the McNair Hackathon.