

# Hack Upstate - Under 18 Waiver

## Emergency Contact Information

### Why is this required?

We want to ensure the safety of all participants under eighteen (18) years of age in case of an emergency. We do not share any of this information. Questions? Contact [team@hackupstate.com](mailto:team@hackupstate.com).

### Instructions

1. Complete all sections of the form and sign where indicated. The form must be received at least two (2) days prior to the event.
2. Return the completed form in one of the following ways:
  - a. Scan and send to [team@hackupstate.com](mailto:team@hackupstate.com) or
  - b. Mail to 235 Harrison St., Suite #7, Syracuse NY, 13202

### Section 1: Participant Information

Name : \_\_\_\_\_ Date of birth: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
Home Address: \_\_\_\_\_

### Section 2: Parent/Legal Guardian Personal Info

#### Parent/Legal Guardian #1

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Home Address: \_\_\_\_\_  Same as Participant  
Phone Number (for contacting during the hackathon): \_\_\_\_\_

#### Parent/Legal Guardian #2

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Home Address: \_\_\_\_\_  Same as Participant  
Phone Number (for contacting during the hackathon): \_\_\_\_\_

### Section 3: Additional Emergency Contacts

In case of an emergency during the hackathon, Hack Upstate personnel will first attempt to contact the parent/legal guardians listed in Section 2. If unsuccessful, Hack Upstate personnel will then attempt to contact the additional emergency contacts listed below. Please provide information for two contacts

Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Phone Number (for contacting during the hackathon): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Phone Number (for contacting during the hackathon): \_\_\_\_\_

You have requested permission for your child/ward to participate in Hack Upstate XII (henceforth known as "the Event") and Hack Upstate has agreed to allow your child/ward to participate in the Event, subject to your acceptance of the following terms.

I recognize that my child's/ward's participation in the Event may expose my child/ward and my child's/ward's property to risks. My child/ward's participation demonstrates my understanding of the risks. I hereby assume all of the risks of my child/ward participating and/or volunteering in the 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 below, and/or from equipment or property owned, maintained, or controlled by them or others.

## Section 4: Release and Indemnification

In exchange for an opportunity for my child/ward to participate in the event, I assume all risk and hereby release and further agree to indemnify and hold harmless Hack Upstate, its present and former affiliates, officers, directors, trustees, agents, sponsors, suppliers, employees, organizers, and event chaperon(s), and their respective governing boards, officers, directors, trustees, legal representatives, members, employees, volunteers, officials, agents, and suppliers (individually and collectively, the "Released Parties") from any and all claims, demands, suits, judgments, damages, actions, and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that my child/ward may suffer at any time arising from or in conjunction with my participating in the Event, including any injury or harm to my child/ward, my child's/ward's death, or damage to my child's/ward's property and I agree to defend, indemnify, and save the Released Parties harmless from and against any and all such liabilities. I acknowledge that the Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any third party or entity conducting a specific event or activity on behalf of Hack Upstate. I indemnify and hold harmless the Released Parties from and against any and all claims related to my child/ward for injuries, accident, illness, or death, or any loss or damage to personal property arising out of, directly or indirectly, participation in the event and/or rendering or failure to render medical treatment, including claims based on any form of negligence on the part of the Released Parties. If any provision of this Release is found to be void or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Release shall remain operative and binding on all parties to this Release.

THE RELEASED PARTIES ARE NOT LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SECONDARY, SPECULATIVE, SPECIAL OR INCIDENTAL DAMAGES. I acknowledge that I and my child/ward are responsible for respecting volunteers, participants, representatives, and officials of Hack Upstate and I will conduct myself and my child/ward will conduct himself/herself in a manner deemed appropriate by Hack Upstate officials and refrain from misconduct. I acknowledge that the officials of Hack Upstate have the right to remove me or my child/ward from the event at any time for any reason at their discretion.

All submissions to the Event remain the intellectual property of the individual or organizations that developed them. By registering, consenting to the terms of the Event, and entering a submission, however I agree that the Released Parties reserve an irrevocable, nonexclusive, royalty-free license to use, distribute to the public, and display publicly and perform a submission starting on the date of the announcement of contest winners as an example of work.

I give Hack Upstate and the other Released Parties of its choosing permission to use my child/ward's name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, video recordings, audiotapes, and the like taken or made on behalf of Hack Upstate. I agree that Hack Upstate has complete ownership of such pictures, video recordings, audiotapes and the like, including the entire copyright, and may use them for any purpose deemed as appropriate by the organizers of Hack Upstate. These uses include, but are not limited to, reproductions, advertisements, promotional videos, educational materials, and illustrations in any medium now known or later developed including the internet. I release Hack Upstate and the Released Parties from any and all claims which arise out of or are in any way connected with such use.

I do hereby give my consent and authorization to the personnel of Hack Upstate to seek the services of doctors, hospital doctors, hospital and ambulances for my child's/ward's care, with the understanding that the financial costs incurred will

be assumed and borne by me. I am unaware of any physical or medical limitations that would preclude my child/ward from attending this event except as may otherwise be noted herein.

I accept responsibility for ensuring that food supplied by the Released Parties is safe for my child's/ward's consumption. I have represented my child/ward accurately in all information provided for Hack Upstate officials. I understand that the Released Parties are not liable for any loss, injury, or death to my child/ward, or damage to or loss of any of my child's/ward's personal property, including, but not limited to theft of my child's/ward's belongings.

## Section 5: Emergency Authorization

I understand that if my child/ward does not have medical insurance, I will be responsible for any medical expenses in the event of a sickness and/or injury.

I understand that there are risks involved in participating in recreational activities and other activities related to my child's/ward's involvement in this event.

The parties may rely upon facsimile and/or electronic versions of this agreement including all signatures thereon.

I have read this document, and I fully understand its content. I am aware that this is a release of liability related to my child/ward and a contract and sign it of my own free will.

\_\_\_\_\_  
(Print Parent/Guardian's Name )

\_\_\_\_\_  
(Parent/Guardian's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Parent/Guardian's Name )

\_\_\_\_\_  
(Parent/Guardian's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Participant's Name )

\_\_\_\_\_  
(Participant's Signature)

\_\_\_\_\_  
(Date)