

GEROHACKS 2019 RULES, RELEASE AND WAIVER OF LIABILITY

Welcome to GeroHacks 2019! We're pleased that you can participate. Before you join in the fun, we want to be certain that you understand that your participation is subject to rules and parameters, and your execution of the release set forth in this document is required.

Rules

1. If you are under the age of 18, you must obtain written consent from your parent or guardian to participate in GeroHacks 2019 and your parent or guardian is required to agree to this Agreement, by having your parent or guardian fill out their contact information and sign. You acknowledge that, even as a minor, you must read and understand the content of this Agreement, and that you have the capacity and intend to be bound by the terms of this Agreement.
2. You must comply with all facility and equipment rules and requirements during your participation in GeroHacks 2019, including all safety instructions and requirements. You are not to take unreasonable risks while using the facilities where GeroHacks 2019 is located, including causing any other person using such facilities an unreasonable risk of harm.
3. You assume full responsibility for any damage or injury caused by you in your participation in GeroHacks 2019 (whether to persons or property, and whether to yourself or others) and release the GeroHacks Organizers, SFU Department of Gerontology, SFU Tech Entrepreneurship Club, all sponsors of GeroHacks 2019, GeroHacks volunteers, SFSS, Simon Fraser University staff, guests of GeroHacks 2019 and all other participants in GeroHacks 2019 (collectively, the "Releasees") from any liability therefore. **YOU ARE AWARE THAT YOUR PARTICIPATION IN GeroHacks 2019 IS SOLELY AT YOUR OWN RISK, AND THAT THE RELEASE HEREIN IS INTENDED TO REFLECT THAT UNDERSTANDING.**
4. You will own any developments made by you during GeroHacks 2019, and all right, title and interest in those developments, including the intellectual property rights therein, shall belong to you. However, you acknowledge that after the conclusion of GeroHacks 2019, if you are part of a winning team, you must implement your developments with your associated partner, in a collaborative relationship.
5. You acknowledge that GeroHacks 2019 is intended to be an event where ideas are shared freely, and therefore acknowledge that any information that you share with other participants of GeroHacks 2019, the sponsors of GeroHacks 2019 and/or other third parties during GeroHacks 2019 is solely at your discretion and risk. If you wish to protect your information, it is solely your responsibility to implement confidentiality and security measures with respect to the persons to whom you are disclosing your information. None of the Releasees shall have any

responsibility under this Agreement or by virtue of their participation in GeroHacks with respect to your information.

6. You acknowledge that the organizers and sponsors of GeroHacks 2019, including the Simon Fraser University and SFU Department of Gerontology (collectively, the "Organizers") will be recording the GeroHacks 2019 event on video, photographs, audio recording and other media, and therefore agree that:
 - o The Organizers have the unrestricted right to use your likeness, image, voice, opinions, and appearance, and also any images of your projects, developments, materials and belongings made at or brought to GeroHacks 2019, captured through video, photographs or other media during GeroHacks 2019 for the express purpose of creating promotional material (the "Images"), for the purposes of use in websites, promotional materials, publications and other media of any of the Organizers, whether in print or electronically (the "Materials"). The foregoing right includes permission to copyright, use, re-use, publish, and republish Images in which you may be included, intact or in part, composite or distorted in character or form, without restriction as to changes or transformations, in conjunction with your own or a fictitious name, reproduction in color or otherwise, made through any and all media now or hereafter known;
 - o The Organizers shall solely own the Materials in which you or your Images, in whole or in part, may appear, including copyright interests, and you have no ownership rights therein;
 - o You give all clearances, copyright and otherwise, for use of your Images, and waive any moral rights that you may have in the Materials in which you or your Images may appear. The rights granted to the Hackathon Organizers herein are perpetual and worldwide. For greater certainty, my Images may continue to be used after the completion of GeroHacks 2019;
 - o You relinquish any right that you may have to examine or approve the Materials in which you or your Images may appear or the use to which they may be applied; and
 - o You hereby release, discharge and agree to save harmless each and all of the Organizers from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form of the Images whether intentional or otherwise, that may occur or be produced in the recording of the Images or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
7. You agree that the Organizers may share your registration details, LinkedIn/Github profiles, details of your Hackathon innovation, and other information obtained from you in the course of, or relating to, GeroHacks 2019 with the sponsors of GeroHacks 2019, and acknowledge that such sponsors of GeroHacks 2019 may contact you during and after GeroHacks 2019. By agreeing to this document and/or participating in GeroHacks 2019, you are providing your express consent to communications by the Organizers (including e-mail communications, both marketing and informational) respecting the products and services of the Organizers and sponsors, and future events.

8. You acknowledge that if you provide GeroHacks 2019 with false or misleading information (such as your identity or status as a student), or otherwise contravene the rules and obligations set out in this document, you forfeit your right to participate in GeroHacks 2019 and/or obtain any prizes from GeroHacks 2019. You agree that in such case, GeroHacks 2019 may pursue any remedy in law or equity to reclaim any prize or recover any damages occurring as a result of your contravention or misrepresentation.
9. You acknowledge that alcohol, drugs or weapons of any kind shall not be present or consumed during any official GeroHacks 2019 function. Participants will act responsibly and should wear their GeroHacks 2019 identification badge at all times during the event.

Code of Conduct

1. I understand that GeroHacks is a community hackathon intended for collaboration and learning in the student community. We value the participation of each member of the student community and want all attendees to have an enjoyable and fulfilling experience. Accordingly, all attendees are expected to show respect and courtesy to other attendees throughout the hackathon. To make clear what is expected, all attendees and speakers at this hackathon are required to conform to the following Code of Conduct. Organizers and GeroHacks officials will enforce this code throughout the event.
 - o Harassment includes but is not limited to offensive verbal comments, hacks, or other online activity related to gender, sexual orientation, physical or mental ability, age, socioeconomic status, ethnicity, physical appearance, race, religion, sexual images, deliberate intimidation, stalking, inappropriate physical contact, and unwelcome sexual attention. Participants asked to stop any harassing behaviour are expected to comply immediately. If participants fail to comply they will be asked to leave the event.
 - o Be careful and mindful of the words that you choose. Remember that sexist, racist, and other exclusionary comments and hacks can be offensive to those around you.
2. I understand that if a participant engages in behaviour that violates this code of conduct, the GeroHacks organizers will take any action they deem appropriate, including warning the offender or expulsion from the hackathon.

Release

For valuable consideration, including permission to take part in GeroHacks 2019, the undersigned on behalf of him/herself, his or her personal representatives, assigns, heirs and next of kin:

- hereby covenants not to sue, and releases, waives, and discharges the Releasees, their owners, officers, agents, affiliates, employees, volunteers, and/or any other person or entity in any way associated with GeroHacks 2019, from liability for any injury to the person or property or death of the undersigned arising out of or related to use of the premises, equipment, or other facilities of the Releasees, whether caused by an act of negligence of the Releasees or otherwise; and

- hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to their participation in GeroHacks 2019, whether occurring to the undersigned or to any other person or entity for whom the undersigned is responsible or with whom the undersigned is associated, and whether caused by an act of negligence of the Releasees or otherwise. The foregoing release includes, but is not limited to, any occurrences of personal injury, illness (food-borne or otherwise), and loss of belongings, whether by theft or otherwise. The undersigned further agrees that this instrument (the terms of which collectively are referred to as the Agreement) is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia and that if any portion thereof is held invalid, that portion shall be invalid only to the extent required by law, and the balance shall, notwithstanding, continue in full force and effect.

I have completely read and understand this Agreement and its terms, and agree to comply with all rules and obligations set forth in this Agreement. I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or guarantee being made to me. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to any other parties, and that none of the Organizers have any financial commitment or obligations to me as a result of this Agreement or the use of my Images. Prior to signing this Agreement, I have had the opportunity to ask any questions about this Agreement and GeroHacks 2019.

Signature of Parent/Guardian of Minor (if a Minor):

_____ Date _____

Signature of Participant:

_____ Date _____