

# WAIVER OF LIABILITY

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE hackMHS and theycallmeswift, LLC d/b/a "Major League Hacking" ("Major League Hacking") their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in hackMHS while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, 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 the risks and hazards connected with the activities of participating in hackMHS, and/or handling and operating the Hardware (defined below), and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that hackMHS and/or Major League Hacking does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, 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 being engaged in such an activities, WHETHER CAUSED BY THE 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 Releases 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. 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 and the federal or state courts of New York. 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.

[5. I acknowledge that all right, title, and interest in and to the Hardware, at all times and for the duration of my use of the same, will be held solely by Major League Hacking. Should the Hardware be damaged, lost, or stolen while it is in my possession, I authorize Major League Hacking to charge up to the full replacement value of the Hardware on the credit card I provided to Major League Hacking when I checked out the Hardware.

6. The Hardware includes all materials provided by the Major League Hacking Hardware Lab, including, but not limited to, Nest, Alienware, Particle Spark Core, Arduino, Oculus Rift, Pebble smartwatch, Muse headband, Myo armband, and Leap Motion.]

**BY SUBMITTING THE REQUESTED INFORMATION, CREATING AN ELECTRONIC SIGNATURE BELOW, OR SIGNING BY HAND BELOW, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PARTICIPANT: \_\_\_\_\_

The following language is only applicable if the Participant is younger than eighteen (18).

I, \_\_\_\_\_, am the parent or guardian of the Participant. I have read the above waiver and I agree to its terms and grant Participant permission to participate.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Parent of PARTICIPANT: \_\_\_\_\_