

# Hack the Planet (April 27)

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Contra Costa County Office of Education(CCCOE), their officers, agents, or employees (hereinafter referred to as RELEASES) 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 Hack the Planet Event, 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 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 the risks and hazards connected with the activities of participating in Hack the Planet, and/or handling and operating the Hardware/Software, which includes stealing software (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 CCCOE 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 RELEASES 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 RELEASES (CCCOE). 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 California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal or state courts of Northern California. 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/Software, at all times and for the duration of my use of the same, will be held solely by CCCOE. Should the Hardware be damaged, lost, or stolen while it is in my possession, I authorize CCCOE to charge up to the full replacement value of the Hardware/Software.

6. The Hardware includes any materials brought by sponsors (Vive headsets, Computers, drones, Arduinos, sensors, etc.), ALL The CCCOE and SRVUSD(San Ramon Valley Unified School District) computers and their corresponding counterparts, and ANY other piece of property belonging to CCCOE/SRVUSD. The software includes any application provided by CCCOE on their computers. This software is solely provided as a courtesy of CCCOE and SRVUSD and may not be stolen, copied, or torrented.

*I understand the above waiver 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:*

**[Parent/Guardian signature]** 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

**[Student signature]** I, \_\_\_\_\_, am the participant. I have read the above waiver and I agree to its terms.

**Parent/Guardian Name:** \_\_\_\_\_ **Student Name:** \_\_\_\_\_

**Parent Phone #:** \_\_\_\_\_ **Student Phone #:** \_\_\_\_\_

**PLEASE RETURN THIS FORM ELECTRONICALLY TO [xredutech@gmail.com](mailto:xredutech@gmail.com) OR BRING TO EVENT**

### Photo/Video/Website Release Form

**(OPT OUT, Only fill out this form if you WISH NOT to be photographed)**

For the Hack the Planet (Hackathon Event), Contra Costa County Office of ED and San Ramon Valley Unified School District may wish to photograph, videotape, and/or interview students in connection with the Hack the Planet event taking place on April 27, 2024 at Monte Vista High School, 3131 Stone Valley Road, Danville, CA. Educating the public and promoting our quality programs are key objectives.

A parent may withhold permission to have a student photographed, videotaped, and/or audiotaped during school-sponsored activities, learning experiences, and/or media events. As the parent or guardian of the student identified above, I understand that if I opt-out, my child will not be included in pictures taken by staff at the Hack the Planet Event, including commercial photographers and the media.

Note: This does not include videotaping by security cameras in school or on school buses.

If you DO NOT want your child to be photographed, videotaped and/or audiotaped, check the box below and sign:

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

All of these photographs/video recordings shall be the property, solely and completely, of CCCOE. I waive any right to inspect or approve the finished photographs/videotapes, audio tracks, scripts, or printed matter that may be used in conjunction with them. Please indicate whether you will grant permission to CCCOE to use photographs, original student work, or video footage of your child. XR EDU, Microsoft and DVHS's websites are accessible to all who have access to the Internet.

Note: It is our policy not to include last name, home address or telephone number with any work or photo posted on the website.

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- ☐ YES – I consent to XR EDU/Microsoft to use of my student's name and photographs, original student work, video images and audio recordings of my student for the purposes described above. I release the XR EDU/Microsoft from and waive any claims or actions in connection with such use.
- ☐ NO – I request that the XR EDU/Microsoft NOT use my student's name and photographs, original student work, video images and audio recordings of my child for the purposes described above..
- Student's Name: \_\_\_\_\_ Grade: \_\_\_\_\_
- School: \_\_\_\_\_
- Parent/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

If you choose not to let your child be photographed, please be sure to make your child aware of your decision.

- ☐ I am 18 years of age or older and I give my consent without reservations to the foregoing on my own behalf.

Subject's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address \_\_\_\_\_ Date: \_\_\_\_\_