



## **BITCAMP TERMS AND CODE OF CONDUCT**

BY PARTICIPATING IN BITCAMP, YOU AGREE TO THE FOLLOWING TERMS AND ALL OTHER APPLICABLE DOCUMENTS.

Henceforth, "I", "me", "my", "myself", and other first-person pronouns shall refer to the Participant. "The Organizers" shall refer to any persons or group who had significant participation in the creation of the event, namely (but not necessarily exclusively) the Bitcamp organizing team, Bitcamp Inc., Startup Shell Inc., the student organization named Terrapin Hackers, and the University of Maryland at College Park. "The Hackathon" shall refer to the Bitcamp hackathon.

I understand that by participating in The Hackathon, I agree to the following terms listed in this Bitcamp Terms and Code of Conduct agreement (the "Agreement"), and to follow any procedures and instructions given by The Organizers. Refusal to comply and any violations will subject me to punishment deemed appropriate by The Organizers, such as the revocation of prizes and expulsion from The Hackathon.

- I have represented myself accurately on the application and all other event forms.
- I am allowed to develop a concept for a project prior to The Hackathon, but any and all programming and tangible creations related to a concept must be done at the time and place of The Hackathon.
- I am allowed to use publicly available resources and code on my project, and I accept sole responsibility for licensee or owner responsibilities and for any and all licensing or ownership rights and responsibilities of any intellectual property that I use, display, store, distribute, make derivative works from, or otherwise and other appropriate acknowledgement regarding the resources.
- I understand that The Organizers will not receive any ownership title or rights of any work or project done at The Hackathon other than those limited rights herein. All original work will solely remain under the ownership of the creator and/or the employing company. The Organizers are not liable for any legal or contractual issues that may arise from the work. I hereby agree to indemnify, hold harmless, and defend The Organizers against any liability resulting from the project or any created content.
- I understand that the judges and The Organizers are allowed to look at my code for the purpose of judging by volunteer judges, and that the decisions of these judges are final

and may not be contested. The Hackathon will not be held responsible for any decisions made by sponsors, and The Organizers are not liable for any transaction of prizes between a sponsor and a participant.

- I understand that if I win a Bitcamp-sponsored prize, it is my responsibility to be present at the event to receive the prize. If I am not present, I understand that I will not receive the prize, regardless if the rest of my team is present to receive their prizes.
- I understand that I will be fully responsible for any costs I incur as a direct or indirect result of participation in the event, including but not limited to use of proprietary technology, food, accommodations, and other purchases. The Organizers will not be liable for any costs or expenses incurred throughout the event.
- I understand that The Organizers are not obligated to give travel reimbursements, and that any granted travel reimbursements are contingent upon my submission of a project to Devpost.
- I understand that all services provided, including but not limited to transportation, facilities (property, furniture, electricity, networking), food and beverage, and activities are provided on an as-is and as-available basis only, with no guarantee of services meeting my requirements or remaining uninterrupted, error-free, secure, or free from viruses and other harmful components. The Organizers are not liable for any errors in services, regardless of whether they appear to provide these services or not.
- I understand any information I provide via my application may be distributed to sponsors for recruiting purposes.
- I understand that by providing my resume via the application, I am allowing the distribution of my resume to sponsors for recruiting purposes.
- I understand that unless I have paid for certain perks of sponsorship of Bitcamp, I am not allowed to recruit from the participants or disperse marketing or recruiting materials to anyone at The Hackathon, including anyone in the venue.
- I agree to be respectful and courteous to The Organizers, sponsors, volunteers, mentors, venue staff, and all other participants. The Organizers have the authority to discipline me if my behavior at the event does not meet their subjective standards of respect and courtesy.
- I authorize The Organizers in advance of any reasonably perceived medical emergency to authorize any specific diagnosis, treatment, or hospital care that is required to save my life or my child's life or to avoid or respond to serious bodily harm, but this authorization is given to provide authority and power on the part of Bitcamp, its agents and employees for the duration of a hackathon event and no more than eight hours after the official end of the event while I or my child remain on the premises of the Organizer's hackathon, in order to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned health professional in the exercise of his or her best judgment may deem required or reasonably recommended.
- I agree to not be in the possession of illegal drugs, alcohol, or weapons at The Hackathon and otherwise always adhere to applicable state and federal contacts law.
- I understand that I am bound to all rules and regulations of Maryland state laws, as well as applicable city and federal laws.

I ASSUME ALL RESPONSIBILITY FOR THE DAMAGE OR THEFT OF ALL PERSONAL ITEMS AND PROPERTY. I UNDERSTAND THAT THE HACKATHON AND THE ORGANIZERS DO NOT TAKE RESPONSIBILITY AND ARE NOT LIABLE FOR ANY DAMAGES OR THEFT TO PERSONAL ITEMS AND/OR PROPERTY.

I understand that The Hackathon is 36 hours long, and that fatigue can cause delayed reaction time or unusual decision-making, and I indemnify and hold harmless Bitcamp and the University of Maryland for any liabilities or damages from and against, and shall compensate and reimburse each Indemnitee for, any loss, damage, injury, harm, detriment, lost opportunity, liability, exposure, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including attorneys' fees), charge or expense that is directly or indirectly suffered or incurred by any of the Indemnitees, or to which any of the Indemnitees otherwise may become subject (regardless of whether or not related to a third-party claim) at any time (whether during or after the Term), and that is caused by or results from (a) any inaccuracy in any representation or warranty by or on my behalf contained in this Agreement, or (b) any failure on my part to observe, perform or abide by, or any other breach of, any restriction, covenant, obligation or other provision contained in this Agreement.



## **RELEASE WAIVER**

(Liability Release, Waiver, Discharge and Covenant Not to Sue)

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), executed voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents/guardians, if Releasor is under 18 years of age).

"The Organizers" shall refer to any persons or group who had significant participation in the creation of the event, namely (but not necessarily exclusively) the Bitcamp organizing team, Bitcamp Inc., Startup Shell Inc., the student organization named Terrapin Hackers, and the University of Maryland at College Park.

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip, or other activity described as Bitcamp at the University of Maryland, April 9 - 11, 2021, which includes an overnight component (The Hackathon). As the undersigned Releasor, I understand that neither The Organizers nor the University of Maryland ("The University") require me to participate in The Hackathon, but that I am voluntarily participating and acknowledging the possible dangers and risks. With informed consent, and for valuable consideration received, including assistance provided by The University and The Organizers, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with The Hackathon, and I release The University and The Organizers and all of their affiliates, divisions, departments and other units, committees and groups, and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively "Releasees"), 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 I may suffer at any time arising from or in connection with The Hackathon, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities. Neither The University nor The Organizers shall be responsible to any person or entity for my acts or omissions.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I agree that this Release shall be governed for all purposes by Maryland law.

I hereby grant The Organizers, Major League Hacking, GitHub Inc., and the University of Maryland, as well as any sponsors of Bitcamp, permission to use my photo or video image and the demo of my project freely for any purpose, including commercial ones. I agree to follow all of the terms in this document, and acknowledge that Bitcamp has a zero-tolerance policy on harassment of participants and/or employees. I acknowledge that I am responsible for conducting myself in a respectful manner, as deemed appropriate by The Organizers, and respecting the hacking community at large.

By registering and participating in The Hackathon, I am certifying that I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

#### **Parent or Guardian of Minor Participant**

- I affirmatively state that my child is in good health and has no known physical or mental conditions which would impair or restrict his/her participation in the activity.
- In the event my child suffers sudden illness, accident, or injury, I give permission and authorize Bitcamp to provide emergency aid and to provide or authorize such emergency transport and medical treatment that is deemed necessary by a paramedic, emergency medical technician, physician, or dentist (health professional).
- In the event hospital treatment is deemed advisable by the health professional, and Bitcamp is unable to reach the parents or legal guardian or the emergency contact listed below, I authorize the hospital or urgent care facility most accessible at the time of accident or during the illness to administer any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital or temporary emergency care which is deemed advisable and may be rendered the general and special supervision of any physician and surgeon on the medical staff of said hospital or emergency care facility, whether such diagnosis or treatment is rendered at the hospital or emergency medical facility or at the office of the physician.