

**PURDUE UNIVERSITY- KRANNERT SCHOOL OF MANAGEMENT**  
**WAIVER, RELEASE, & HOLD HARMLESS AGREEMENT**

As a Participant in the Krannert-Walmart Data Dive (the "Event"), and in consideration for being allowed to participate in the Event, you are subject to the rules, guidelines, and code of conduct set forth in this document in addition to all other applicable documents. By participating in the Event, you fully agree to comply with all rule, instructions, and procedures set forth by the Event organizers. Further, you hereby agree and understand that any violation of set guidelines may be subject to consequences at the sole discretion of the organizers, including but not limited to revocation of prizes, ejection from the Event.

BY PARTICIPATING IN THE KRANNERT-WALMART DATA DIVE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OTHER APPLICABLE DOCUMENTS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, DO NOT SIGN THIS WAIVER, RELEASE, & HOLD HARMLESS AGEEMENT, AND DO NOT COMPLETE YOUR REGISTRATION FOR THE EVENT.

Henceforth, "I", "my", and other first-person pronouns shall refer to the Participant. "Organizers" shall refer to any persons or group who had significant participation in the creation of the Event, namely (but not necessarily exclusively) the Krannert-Walmart Data Dive committee, Sponsors, Purdue University, and the Purdue University Krannert School of Management.

- (A) I HAVE REPRESENTED MYSELF ACCURATELY AND HONESTLY to the best of my ability on my application and Event registration forms.
- (B) I AM PERMITTED to participate in the Event, and agree that the Event will take place in designated locations on the Purdue University campus from 8:00AM EST April 2, 2016 to 3:00PM EST April 3, 2016.
- (C) The Organizers will make no claim of ownership or royalties of any project created during the event. Any original work created will remain solely under of the ownership of its team members. The Organizers will hold no liability for any legal or contractual issues that may arise from Participant's participation in the Event. Given this, I AGREE to indemnify, hold harmless, and defend Purdue University, The Trustees of Purdue University, and/or its or their departments, trustees, affiliates, employees, officers, agents, volunteers, insurers and the Organizers (together, the "Released Parties") against any liability related to my participation in the Event.
- (D) I VERIFY that my work relating to the Event is original to my team and was produced during the Event.
- (E) I VERIFY that any project that my team develops will not compromise any privileged data provided to me during the Event. I further verify that any project my team develops will not be obscene, distasteful, alienate any person or group, or encourage invasion of privacy.
- (F) I AGREE to allow the Organizers and judges to view all aspects from my team's project for the purpose of judging. During all presentation and judging rounds, teams will be required to present their projects, which may require an explanation of the development process, technologies, and other "trade secrets."

- (G) I UNDERSTAND that I have no claim to any prize money or merchandise, promised or otherwise. Distribution of all prizes (excluding branded prizes), if any, will be at the discretion of the Organizers, with recommendation from the judges. All decisions will be final and may not be contested. Branded prizes are a transaction exclusively between the sponsoring company and the winning participant, and the Organizers will take no responsibility or claim liability for them.
- (H) I UNDERSTAND that I will be fully responsible for any costs incurred as a direct or indirect result of participation in the Event, including but not limited to use of proprietary information, technology, food, accommodations, and other purchases. The Organizers will not be liable for any costs or expenses incurred throughout the event, except for the items included in the free registration.
- (I) I AM RESPONSIBLE FOR respecting other participants, volunteers, sponsors, members of the Purdue University community at large, and members of the Event community at large by conducting myself in a manner that is courteous and non-abusive to other individuals. I agree to comply with the Organizers and any staff members acting at an official capacity if asked to change my behavior, or face consequences including ejection.
- (J) I UNDERSTAND THAT ALL SERVICES for the Participants during this event, including but not limited to transportation, facility use (property, furniture, electricity, networking), food and beverage, and activities ARE PROVIDED AS-IS AND AS-AVAILABLE BASIS ONLY, WITH NO WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR REMAIN UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS. PURDUE UNIVERSITY IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER PURDUE UNIVERSITY APPEARS TO PROVIDE THESE THIRD PARTY SERVICES.
- (K) I AGREE that the Organizers and event staff reserve the full right to disqualify from participation and prizes any Participant and/or team who does not comply with these terms or code of conduct, and eject and banish any person from the property whose behavior creates an unwelcome or unsafe environment.
- (L) I UNDERSTAND that NO reimbursement for transportation, lodging, or other expenses are offered.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS 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, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I also agree that I am liable for any damage I cause to facilities, properties, and services owned by Purdue University.

I UNDERSTAND THAT A 32 HOUR DATA DIVE COMPETITION IS PHYSICALLY GRUELING, including the possibility for fatigue and sleep deprivation. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or the Event. I acknowledge that this Waiver, Release, and Hold Harmless Agreement will be used by Organizers of the activity or the Event in which I

may participate, and that it will govern my actions and responsibilities at any activity or the Event. I further acknowledge and agree that the Released Parties have exercised reasonable care in (a) warning me that the Event involves certain risks and dangers and (b) providing me with the cautionary statements set forth in this document. In further consideration of my application and permitting me to participate in the Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE the Released Parties from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the Event. I release and forever discharge the Released Parties from all such claims;
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties from any and all liabilities or claims made as a result of my participation in the Event, whether caused by the negligence of the Released Parties or otherwise.

I acknowledge that Purdue University, their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific the Event on behalf of Purdue University.

I acknowledge that this activity or the Event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Event. If I need medical treatment, I shall be financially responsible for any costs incurred as a result of such treatment. I understand that at the Event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any purpose by the Event holders, producers, sponsors, organizers, and assigns.

By participating in the Event, you give permission to the Organizers to take photographs and/or make audio or video recordings and edit them, and release the Organizers from any and all liability that may or could arise from the taking or use of the images. The Organizers will own and may publish, sell, distribute, or otherwise use them in any way that they believe is proper, including, but not limited to, print publications, video for the web, podcasting, and broadcast media. You understand that you and any other person photographed or recorded will not receive any payment or compensation.

I understand that this document is to be governed by and construed as broadly as possible under the laws of the State of Indiana. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

The organizers reserve the full right to modify, postpone, or cancel any part of the Event or the Event in full, with no advance notice. If the Event is modified, cancelled, or postponed directly or indirectly from events outside the defaulting party's reasonable control, including without limitations acts of God, civil or military authority, acts of public enemy, war, terrorism, riots, labor strikes, fire, explosion, earthquake,

flood, then the Organizers will take no responsibility in providing any reimbursements or compensation for costs or damages associated with cancellation of the event.

The Organizers reserve the right to modify this agreement at any time before or after registration, up to and including the weekend of the event. Changes will be announced as they are made, and continued participation in the event will constitute full agreement to these changes. All Participants will be bound by the most recent versions of the terms and codes of conduct at all times. Any failure by us to enforce or exercise any provision of these terms or related rights shall not constitute a waiver of that right or provision. In the event that any provision of these terms, or its application thereof to any person, place, or person, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of these terms and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

BY REGISTRATION AND PARTICIPATION IN THE KRANNERT-WALMART DATA DIVE, I CERTIFY THAT I HAVE CAREFULLY READ AND REVIEWED THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT. I UNDERSTAND IT FULLY AND I EXECUTE IT VOLUNTARILY. **I EXECUTE IT VOLUNTARILY, AND I UNDERSTAND IT AND THE LEGAL CONSEQUENCES OF SIGNING IT, INCLUDING (A) RELEASING THE RELEASED PARTIES FROM ALL LIABILITY, (B) PROMISING NOT TO SUE THE RELEASED PARTIES, AND (C) ASSUMING ALL RISKS OF PARTICIPATING IN THE EVENT.** I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I REGISTER FOR AND PARTICIPATE IN THE EVENT AT MY OWN FREE WILL.

**EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

\_\_\_\_\_  
*Participant Signature*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Date of Birth*

I, the parent and/or legal guardian of the minor signing above, understand the nature of the Event, as well as the minor's experience and capabilities, and I believe the minor to be qualified to participate in the Event. I allow the minor to participate in the Event.

I HEREBY ACKNOWLEDGE AND AGREE TO EACH OF THE PROVISIONS SET FORTH IN THE ABOVE DOCUMENT AND, ON BEHALF OF MYSELF, THE ABOVE-REFERENCED MINOR, AND ANY OTHER PERSON(S) CLAIMING BY, UNDER OR THROUGH EITHER ONE OF US, I AGREE TO COMPLY WITH AND BE BOUND BY ITS TERMS. I UNDERSTAND THAT I AM RESPONSIBLE FOR THE OBLIGATIONS AND ACTS OF THE MINOR AS DESCRIBED IN THIS DOCUMENT. **I EXECUTE IT VOLUNTARILY, AND I UNDERSTAND IT AND THE LEGAL CONSEQUENCES OF SIGNING IT, INCLUDING (A) RELEASING THE RELEASED PARTIES FROM ALL LIABILITY ON MY AND THE MINOR'S BEHALF, (B) PROMISING NOT TO SUE THE RELEASED PARTIES ON MY AND THE MINOR'S BEHALF, AND (C) ASSUMING ALL RISKS OF THE MINOR'S PARTICIPATION IN THE EVENT.** I UNDERSTAND THAT THIS DOCUMENT IS TO BE GOVERNED BY AND CONSTRUED AS BROADLY AS POSSIBLE UNDER THE LAWS OF THE STATE OF INDIANA. I AGREE THAT IF ANY PORTION IS HELD INVALID OR UNENFORCEABLE, I AND THE MINOR WILL CONTINUE TO BE BOUND BY THE REMAINING TERMS.

\_\_\_\_\_  
Parent or Guardian Signature (if applicable)

\_\_\_\_\_  
Parent/Guardian Printed Name

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

Minor's Name: \_\_\_\_\_