



AIM North America 2022 Full Release and Waiver of all Claims

Participation in the Digital Supply Chain Make-It-Wright Hackathon sponsored by Wright State University and AIM North America is subject to the following Terms and Conditions. You are required to accept these Terms and Conditions when you register for the Hackathon.

1. **Scope.** The following terms apply to participation in this hackathon (“Hackathon”). The Hackathon is organized by Wright State and AIM North America (Organizer).
2. **Submissions.** Entrants may create original solutions, prototypes, datasets, scripts, or other content, materials, discoveries, or inventions (a “Submission”). Entrants retain ownership of all intellectual and industrial property rights (including moral rights) in and to Submissions. Participant represents and warrants that the Submission is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the Organizer, or any other person, on the grounds that any use of a Participant's Submission, infringes any of Participant's rights as creator of the Submission, including, without limitation, trademark rights, copyrights and moral rights or "droit moral."As a condition of submission, Entrant grants the Organizer, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Submission.
3. Entrants provide Submissions on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE
4. **Publicity:** Except where prohibited, by participating in the Hackathon, Participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in Organizer’s newsletters, Organizer’s website and any of the Organizer’s social media accounts or outlets without additional compensation.

5. **DISCLAIMER.** IN NO EVENT WILL ORGANIZER BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE HACKATHON, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ORGANIZER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
6. **Release, Covenant Not to Sue, and Indemnification.** I agree to fully and forever RELEASE and DISCHARGE AIM North America, and its directors, officers, stakeholders, employees, members, and representatives (collectively, the “Released Persons”), from any and all claims, actions, damages, demands, liabilities, and expenses (including reasonable attorneys’ fees), whether caused by the negligence of the Released Persons or otherwise, arising out of, resulting from, or in any way related to participation in the Hackathon, together with its related Activities and Excursions, by myself. This Release is intended to be, and is, a complete release of the Released Persons for any and all personal injuries, temporary or permanent disability, death, property damage, or other damages sustained by me including but not limited to any injuries or damages referenced in Section 6 of this Release; and I shall not sue the Released Persons or initiate or assist in the prosecution of any such claim for damages against the Released Persons. I further agree to DEFEND, INDEMNIFY and HOLD HARMLESS the Released Persons from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, and expenses (including reasonable attorneys’ fees) related to the subject matter of this Release.
7. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and either or both of the Organizers. Participant agrees and acknowledges that Organizer may use Participant's Submission for tutorials and hackathons in the future.
8. **General.** The Hackathon is subject to federal, state, and local laws and regulations. The Hackathon is offered by Organizer, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Submissions; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures, or difficulties.

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