

ENGINEER FOR THE WEEK

“ENGINEER FOR THE WEEK” PARTICIPATION RELEASE (FOR INDIVIDUALS)

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- 4. Acknowledgements; Waiver; Reps and Warranties.** I acknowledge that participation in the Program may require use of a Facebook account or certain Facebook products or services. I acknowledge that Facebook is not obligated to use the Recordings or Materials and that it owns all copyright in the Recordings. I waive any right to approve, to enjoin, or to impair Facebook’s use of the Recordings, Materials, or Content as permitted hereunder. I represent and warrant that (i) I have all necessary rights to grant the permissions and rights under this Release, and (ii) my Materials will not infringe, misappropriate or violate any copyright, trade secret, trademark, right of publicity/privacy, or other third-party rights.
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- 7. Release.** I acknowledge that my participation in the Program may present the possibility of damage to my property, injury, illness, serious bodily harm or death, and I hereby ASSUME THOSE RISKS. I hereby agree to WAIVE AND RELEASE, to the fullest extent permitted by law, any and all claims of personal injury, property damage, economic loss or wrongful death that I might otherwise have, whether caused by negligence or other acts, including attorneys’ fees, whether known or unknown, against Facebook, arising from or in connection with my participation in the Program, including any travel to and/or from the Program arranged or provided by Facebook, and I hereby COVENANT AND AGREE NOT TO SUE Facebook for any such claims. If I am a California resident, I hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”
- 8. Miscellaneous.** This Release will be binding upon and will inure to the benefit of the parties’ successors, and will be governed by the laws of California (excluding its conflict of laws rules). In the event of a dispute, the parties consent to the exclusive jurisdiction of the state courts located in San Mateo County, California or federal courts located in the Northern District of California. This Release constitutes the parties’ complete agreement on the subject matter hereof, and supersedes all prior understandings, agreements, and discussions. It may only be modified in writing signed by both parties. If any provision(s) of this Release is held unenforceable, this Release will continue in full force and effect without that provision.

ACKNOWLEDGED AND AGREED:

<p>Participant’s Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>School/Organization: _____</p> <p>City and State: _____</p> <p>Emergency Contact Name: _____</p> <p>Emergency Contact Phone: _____</p>	<p>Complete the following if the participant is under eighteen years of age, or otherwise not the age of majority (a “Minor”):</p> <p>I represent that I am the parent or legal guardian* of the Minor participant, and I consent to him/her participating in the Program and entering into this Release and agree to have him/her bound by its terms.</p> <p><i>*Caretakers, nannies, and similar persons are NOT legal guardians.</i></p> <p>Parent or Legal Guardian’s Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Email: _____</p>
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