

## GO CODE COLORADO 2017 TERMS OF PARTICIPATION AND RELEASE FORM

You must provide a completed and signed Go Code Colorado Terms of Participation and Release Form to participate in the challenge.

**Please type or print clearly in ink:**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Employer Name: \_\_\_\_\_

I \_\_\_\_\_, as a participant in Go Code Colorado, acknowledge that Go Code Colorado engages with certain event partners (“Event Partners”). I understand that being an employee, contractor, and/or affiliate of an Event Partner shall not necessarily preclude my ability to participate in Go Code Colorado. But if I am an employee, contractor, and/or affiliate of an Event Partner, I shall disclose my relationship and any potential conflicts of interest to Go Code Colorado (space provided below). If I do disclose a relationship with an Event Partner, I expressly represent and warrant that I am participating in Go Code Colorado as an individual, and not as part of my work-related duties with the Event Partner, nor as a representative of the Event Partner in their obligations to Go Code Colorado. Further, I shall not use any Event Partner-issued equipment or property, including, but not limited to, computer equipment and licensed software—except that I may use software issued by the Event Partner that is available for all Go Code Colorado participants during the challenge. I acknowledge that Go Code Colorado reserves the right to disqualify any participant at any time for non-adherence to the representations and warranties provided in this document.

I hereby grant Go Code Colorado and its designees the perpetual, worldwide license to use, edit, adapt, modify, reproduce, promote, publish, distribute, create derivative works from, and otherwise use my name, city of residence, image, voice, and likeness (collectively, “Information”), regardless of medium, collected by or on behalf of Go Code Colorado. Go Code Colorado may use this Information in any way and in any media for trade, advertising, promotional, and/or any other purposes. Except as provided in this release, in exchange for my participation in Go Code Colorado, I hereby grant Go Code Colorado this license without additional compensation to me. I also agree that my Information may be posted online at the Go Code Colorado website and/or any other website as determined by Go Code Colorado.

Further, I represent and warrant that I own all right, title, and interest and have obtained all appropriate permissions and releases to grant Go Code Colorado license to all Information. This includes, but is not limited to, all right, title, and interest to any trademark, trade secret, copyright, or other proprietary rights, including but not limited to, privacy and publicity rights, in and to, all information transmitted as a part of the Information.

In exchange for the use of all Go Code Colorado services, activities, property, and facilities I agree as follows:

By signing this Release, I forever release, indemnify, and hold harmless Go Code Colorado and its officers, directors, agents, affiliates, and employees from the following claims, controversies, causes of action, damages, losses, liabilities, injuries, obligations, assertions, contentions, and demands, known or unknown,

suspected or unsuspected, of any kind I may have, own, or hold at any time (collectively, "Claims") against Go Code Colorado related to my participation in Go Code Colorado: (1) physical injury Claims; (2) property damage Claims; (3) Claims related to technical errors that may impair my ability to participate in Go Code Colorado; or (4) Claims of infringement of any copyright, trademark, or any other intellectual property right. This Release includes, but is not limited to, any Claims arising under any theory of local, state, or federal statutory, regulatory, or common law.

I agree to defend, indemnify, and hold Go Code Colorado and its officers, directors, agents, affiliates, distributors, Partners, and employees harmless against any loss, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in-house legal services) (collectively, "Liabilities") arising out of the following claims, demands, proceedings, or lawsuits by a third party: (1) physical injury Liabilities; (2) property damage Liabilities; (3) Liabilities related to disputes between team members; (4) Liabilities related to disputes between team members and their employers; or (5) Liabilities related to infringement of any copyright, trademark, or any other intellectual property right.

Any dispute relating to or arising out of the application, interpretation, or enforcement of this Agreement will be governed by the laws of Colorado without regard to the conflict of law provisions therein. If any portion of this agreement is deemed invalid, the remainder will continue in full force and effect. If any provision of this agreement is declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of this agreement shall not be affected and shall remain in full force and effect.

- I acknowledge that as of the date below, I read Go Code Colorado's Official Participant Rules, Terms and Conditions, Privacy Policy, and this Terms of Participation and Release Form, and understand that it is my responsibility to be familiar with and abide by all Go Code Colorado terms.

**Conflict of Interest Disclosure**

- I represent and warrant that I am not an employee, contractor, and/or affiliate of an Event Partner, Go Code Colorado, or the Colorado Department of State, and do not have any actual or potential conflict of interest with the Go Code Colorado event program.

**OR**

- I represent and warrant that I am an employee, contractor, and/or affiliate of an Event Partner, Go Code Colorado, or the Colorado Department of State, and have disclosed any actual or potential conflict of interest with the Go Code Colorado event program below. I further understand and agree that in its sole discretion, Go Code Colorado may disqualify me for any reason or no reason, if it determines there is a conflict of interest.

Name: (please print)\_\_\_\_\_

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

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

**DISCLOSURE OF ACTUAL OR POTENTIAL CONFLICTS OF INTEREST:**

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