

ACADEMIC INTEGRITY CUP Participant Release Agreement

Accordingly, in exchange for the opportunity to participate in the Experience, the participant hereby agrees to the following:

1. Personal Information

KPU collects, uses, stores and discloses personal information in compliance with British Columbia's *Freedom of Information and Protection of Privacy Act* ("FIPPA"). KPU will need to collect and disclose certain personal information about me (as described below and referred to as my "Participant Information") from my participation in, and contribution made to, the Academic Integrity Cup including for the purposes of administering, acknowledging credit and evaluating my participation in the Experience. Section 26(c) of FIPPA together with the consent provided below permits KPU to collect and share information for this purpose.

Further to the above, I hereby give my consent to KPU to disclose my Participant Information and to collect my Participant Information for the purposes of administering my participation in the Experience. My "Participant Information" refers to my name, contact information, registration status at KPU, and details and evaluation of my participation in the Experience. In addition, all Participants authorize KPU and its advertising and promotional agencies and their respective employees or other representatives, to broadcast, publish and otherwise use their Participant Information, photograph, image, statements collected in relation to the Experience, and voice for publicity purposes relating to the Experience, without any form of remuneration, approval or further notice. My consent is effective as of the date written below.

2. Title and Ownership of Participant-Created Designs

In connection with my participation in the Experience, I acknowledge and agree as follows:

- a) While participating in the Experience, I may create designs that are part of, or otherwise created for the purposes of, the Experience that may or may not contain Intellectual Property (IP);
- b) I own all right, title and interests in and to my design or creation submitted for the Experience; and
- c) In return for the opportunity to participate in the Experience, the undersigned hereby grants to KPU a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, publish, display, distribute and archive the Work, in whole or in part, for a non-commercial educational or promotional purpose associated with KPU. This license includes the right to use the name, likeness, and voice of the participant in connection with such use.

3. Assumption of Risk

I understand, appreciate, and acknowledge there is a risk of injury from participating in the Experience and I freely and fully agree to assume and accept all the risks, dangers and hazards relating to the Experience, including, but not limited to:

- a. Falling risks from stairs or any other elevated, raised, steep, slippery or uneven areas;
- b. Bodily-injury risks such as fracturing or breaking limbs or other external or internal bodily injuries related to participating in the Experience; and
- c. Damage or loss to my personal property.

4. Release of Liability, Waiver of Claims and Indemnity

In consideration of KPU allowing me to attend the Experience, I AGREE as follows:

- a. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against KPU, and its Board Members, Officers, Employees, other students, Agents, volunteers' and Independent Contractors (hereinafter collectively included in the term "KPU") as a result of the Experience;
- b. TO RELEASE KPU from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participating in the Experience due to any cause whatsoever; and

- c. TO HOLD HARMLESS AND INDEMNIFY KPU from any and all liability for any injury, damage or loss to property (including personal property, equipment or facilities), or personal injury to any third party, resulting from my participation in the Experience including any breaches of third-party IP rights as provided for above.

5. Legal Advice

I acknowledge and agree that KPU cannot provide legal advice to me in association with this Agreement and that I have had or have been given the opportunity to seek independent legal advice.

6. No Financial Compensation

I further agree and confirm as consideration of being able to participate in the Experience that I will not be receiving, or be entitled to, any financial compensation or sale proceeds from KPU on items sold, marketed or promoted by KPU from the Experience that I am participating.

7. General

This Agreement constitutes the entire agreement between KPU and me with respect to the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. I hereby expressly submit to the exclusive jurisdiction of the courts of British Columbia.