

**WISA Design Competition: Designing the Flight School of the Future (“Competition”)**

INSTRUCTIONS TO ELIGIBLE ENTRANT: Please read this entire Entrant Declaration and Release Form (the “**Declaration and Release**”) carefully and complete, legibly, all of the required areas below. Sign this document where indicated and submit a copy of your completed Declaration and Release, along with all other required components of your Submission, to <https://uwaterloo.ca/sustainable-aeronautics/form/wisa-design-competition-designin> during the Submission Period. Please keep a copy of this Declaration and Release for your records. If you are participating in the Competition as part of an eligible Team, **each member of the Team must sign and submit a copy of this Declaration and Release.**

IMPORTANT NOTE: All capitalized terms used herein and not defined herein shall have the respective meanings assigned to them in the official Rules and Regulations of the Competition (available at [https://uwaterloo.ca/sustainable-aeronautics/sites/default/files/uploads/documents/UW\\_WISA%20Design%20Competition%20Rules\\_FINAL.pdf](https://uwaterloo.ca/sustainable-aeronautics/sites/default/files/uploads/documents/UW_WISA%20Design%20Competition%20Rules_FINAL.pdf) – the “**Rules**”).

**ELIGIBLE ENTRANT’S DECLARATION AND RELEASE**

I do hereby state and declare that I, \_\_\_\_\_ [name]  
of \_\_\_\_\_ [address] am an Eligible Entrant in the Competition. In consideration for permitting me to participate in the Competition, I hereby:

- grant to the Competition Parties (which, for greater certainty, includes the University of Waterloo (the “**Sponsor**”) an irrevocable, fully paid up, royalty-free, sub-licensable, non-exclusive license to use, copy, reproduce, display, publish, edit, modify, make available, freely distribute, communicate to the public by telecommunication, synchronize with other content and materials and otherwise exploit all content and materials associated with my (or my Team’s, as applicable) Submission, including without limitation the Design (collectively, the “**Submission Materials**”), and each component thereof (in whole or in part, as is or as may be edited or otherwise modified), and any materials based upon or derived therefrom, in whatever way they choose, worldwide, in any manner, method or medium now or hereafter known, in perpetuity, for the purposes of: (i) reproducing, publishing, distributing, sub-licensing, communicating to the public and/or otherwise making available the Submission Materials (and each component thereof – including without limitation, the Design) (in whole or in part, as is or as may be edited or otherwise modified) on the Sponsor’s Competition website, worldwide and in perpetuity, for any third party (a “**Third Party**”) to reproduce, view, copy, download, publish and otherwise use the Submission Materials (in whole or in part, as is or as may be edited or otherwise modified, alone or in combination with other works, content, materials or other information), and any materials based upon or derived therefrom for any purpose, in any manner, method or medium (including, without limitation, for the purposes of creating Third Party designs, projects, buildings, content or other materials based on or otherwise using the Submission Materials); (ii) promoting or advertising the Competition; (iii) if my (or my Team’s, as applicable) Submission is determined to be a winner of the Competition, constructing projects based on the Submission or any aspect of the Submission (which, for certainty, may be modified as Sponsor and/or its Competition Parties see fit); and (iv) any other reason determined by the Sponsor at its sole and absolute discretion, all without any further notice or compensation;
- without limiting any of the foregoing, understand and agree that by participating in the Competition and submitting a Submission, the Submission Materials will be made, irrevocably, available by the Sponsor as “open source” material on the Sponsor’s Competition website for unrestricted use by the public;
- agree that any designs, projects, buildings, content or other materials created by any Third Party that include the Submission Materials (or any component thereof - including without limitation, the Design) (in whole or in part, as is or as may be edited or otherwise modified) will be the sole and exclusive property of such Third Party;
- waive any and all moral rights in and to the Submission Materials (and each component thereof - including without limitation, the Design) that I have in such Submission Materials in favour of the Sponsor (and anyone authorized by the Sponsor to use the Submission Materials) and any Third Party;
- represent and warrant that the Submission Materials (and each component thereof - including without limitation, the Design): (i) are entirely original (including without limitation as such term is used in the Canadian *Copyright Act*) to me (and my Team, as applicable) and that I/we am/are the owner(s) of all intellectual property rights and any other rights in and to the Submission Materials; (ii) I (and my Team, as applicable) am/is fully authorized to submit the Submission Materials in the Competition and grant and waive the respective rights set out above, and no further rights, grants, consents, waivers or permissions are required to submit the Submission Materials and/or grant and waive such respective rights; (iii) do not violate any law, statute, ordinance or regulation, and that any use of the Submission Materials as set out above (including without limitation, use by any Third Party): (a) will not violate any law, statute, ordinance or regulation; and (b) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity; (iv) do not infringe on any rights and/or interests of any third party (including without limitation, use of the Submission Materials as set out above by the Sponsor, Competition Parties or any Third Party will not give rise to any such claims);
- release, hold harmless and agree to indemnify the Sponsor, all other Released Parties and Third Parties from and against any and all claims, losses, damages, liabilities, costs, and expenses arising from any use of the Submission Materials (and each component thereof - including without limitation, the Design) (in whole or in part, as is or as may be edited or otherwise modified) as set out above and/or my breach of any of the terms, grants, consents, representations and warranties of this Declaration and Release, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, patent infringement, or infringement of any other intellectual property right (or any other right), negligence, or any other cause of action whatsoever, including without limitation, any claim related to any Third Party’s use of the Submission Materials;
- release and hold harmless the Sponsor and all other Released Parties from and against any liability in connection with the Competition, my participation therein and this Declaration and Release, and all claims of any kind that I or my heirs, executors, administrators, legal representatives, successors or assigns ever had, now have, or may in the future have, arising from, connected with, or in any way related to the Competition, my participation therein or this Declaration and Release;
- agree that the decision to use the Submission Materials as set out above is at the Sponsor’s sole discretion, and that I shall have no right of approval, no claim to any compensation or benefit arising out of any use of the Submission Materials in accordance with the terms of this Declaration and Release;
- warrant and represent that I am free to enter into this Declaration and Release and that no additional rights or consents are necessary to give full effect to the terms of this Declaration and Release; and
- declare that I have read and will comply with the Rules, and the terms of this Declaration and Release shall apply to and be binding on me and my heirs, executors, administrators, personal representatives, successors and assigns.

If any provision of this Declaration and Release is found to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not render the balance of this Declaration and Release illegal, invalid or unenforceable.

BY SIGNING THIS DECLARATION AND RELEASE, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE TERMS OF THIS DECLARATION AND RELEASE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ADULT WITNESS SIGNATURE

Name:

ELIGIBLE ENTRANT’S SIGNATURE

Name: