

WISA Sustainable Future - Horizon Fund Competition (“Competition”)

INSTRUCTIONS TO REPRESENTATIVE OF ELIGIBLE PARTICIPANT: Please read this entire Participant 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/pitchform2> during the Competition Period. Please keep a copy of this Declaration and Release for your records.

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/horizonfundrules.pdf> – the “Rules”).

ELIGIBLE PARTICIPANT’S DECLARATION AND RELEASE

I do hereby state and declare that _____ [name of participating enterprise] is an Eligible Participant (the “Eligible Participant”) in the Competition and that I, _____ [full name] of _____ [mailing address] am the Representative of (including, without limitation, that I have the encumbered authority and permission to legally bind) such Eligible Participant. In consideration for permitting the Eligible Participant to participate in the Competition, I hereby (on behalf of myself and the Eligible Participant):

- represent and warrant that the Eligible Participant: (i) is located in Southern Ontario; (ii) employs between one (1) and five hundred (500) individuals; (iii) is a corporation; (iv) is a solvent, active and operational business; and, (v) lawfully operates in Canada in accordance with all applicable laws, licenses and regulations;
- grant to the University of Waterloo (the “Sponsor”, which for certainty includes the Waterloo Institute for Sustainable Aeronautics (“WISA”, an institute of the Sponsor), the irrevocable, fully paid up, royalty-free, sub-licensable, non-exclusive license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use and exploit all content and materials associated with the Eligible Participant’s Submission, including without limitation the proposed Project, Project title, and Eligible Participant name and/or logo (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, worldwide, in any in any manner, method or medium now or hereafter known, in perpetuity, for the purposes of advertising or promoting the Competition or for any other communications purpose or other reason determined by the Sponsor at its sole and absolute discretion, without any further notice or compensation;
- waive any and all moral rights in and to the Submission Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use the Submission Materials);
- represent and warrant that the Submission Materials (and each component thereof - including without limitation, the Project): (i) are entirely original (including without limitation as such term in used in the Canadian *Copyright Act*) to the Eligible Participant and that the Eligible Participant is the owner of all intellectual property rights and any other rights in and to the Submission Materials; (ii) the Eligible Participant and myself are 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: (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, breach of confidence, invasion of privacy or publicity; and, (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 will not give rise to any such claims);
- represent and warrant that: (i) the Eligible Participant, if selected to receive an Award in the Competition, shall comply with all Award terms and conditions set out in the Rules (including, without limitation, that the Eligible Participant can provide and agrees to provide the applicable Participant Funding, will execute and fully comply with a Funding Agreement, and will use the Award towards eligible costs incurred up to March 29, 2024 to execute the Eligible Participant’s Project); (ii) if lobbyists are utilized by the Eligible Participant for the Project, they are registered in accordance with the *Lobbying Act* and that no actual or potential conflict of interest exists nor any contingency fee arrangement; and, (iii) any former public office holder that derives benefit from the Eligible Participant’s participation in the Competition and (as applicable) Award will be in compliance with the *Conflict of Interest Act* and the *Values and Ethics Code for the Public Sector*;
- release, hold harmless and agree to indemnify the Sponsor and all other Released 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) (in whole or in part, as is or as may be edited or otherwise modified) as set out above and/or my or the Eligible Participant’s 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;
- release and hold harmless the Sponsor and all other Released Parties from and against any liability in connection with the Competition, the participation of the Eligible Participant and myself therein and this Declaration and Release, and all claims of any kind that the Eligible Participant, myself, or any of our respective 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, the participation of the Eligible Participant or myself 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 the Eligible Participant and myself 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;
- represent and warrant that the Eligible Participant and myself are 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 the Rules, the Eligible Participant and myself have complied with and will continue to comply with the Rules, and that the terms of this Declaration and Release shall apply to and be binding on myself and the Eligible Participant.

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.

DATED THIS _____ DAY OF _____, 2023.

ADULT WITNESS SIGNATURE

Witness Name:

REPRESENTATIVE’S SIGNATURE

Representative Name:
Email Address:
Telephone Number: