

# Medical Innovation Expo Submission

## Waiver & Disclaimer

This Waiver ("Agreement") is entered into by and between the undersigned applicant ("Applicant") and **Antikythera Healthcare Innovation, LLC**, a Texas limited liability company, with principal place of business at 38855 Marlin Terrace, Fremont, CA 94536 ("Organizer"), in connection with Applicant's participation in the **Medical Innovation Expo 2026** (the "Competition").

### Our Commitment

The Medical Innovation Expo exists to empower the next generation of healthcare innovators. **Your idea remains your intellectual property** — we do not claim ownership. Our role is to provide a platform, mentorship, and visibility. This Agreement clarifies the terms of participation and the limits of our responsibility.

### 1. Submissions

- Submissions may include pitch decks, videos, prototypes, demonstrations, and other supporting materials (collectively, "Materials").
- Materials will be reviewed by committee members, judges, mentors, sponsors, and attendees. For this reason, submissions cannot be treated as confidential. •
- Participation may involve oral presentations or public discussions, which may also constitute disclosure of ideas.

### 2. Intellectual Property

- **Ownership:** Applicant retains exclusive ownership, all rights, title, and interest in their intellectual property.
- **No Confidential Relationship:** Participation does not create a confidential or fiduciary relationship between Applicant and Organizer. Applicants are solely responsible for taking steps to protect their IP (e.g., filing provisional patents).
- **Limited License for Evaluation:** Applicant grants Organizer and the judges a non-exclusive, royalty-free license to use, review, and evaluate Materials solely for purposes of administering, promoting, evaluating, and publicizing the Competition and Organizer's mission.
- **Representation:** Applicant represents and warrants that they are the owner of their Materials and that submission does not infringe any third-party rights.
- **No Obligation:** Organizer is not obligated to limit or control further disclosure or use by third parties after public release, and Organizer assumes no confidentiality duties

beyond those explicitly stated.

### **3. Eligibility & Representation**

- Applicant affirms that the team includes a medical student, resident, nursing or engineering student.
- Submissions must focus on Class I or Class II medical devices, diagnostics, or digital health solutions that are likely to follow the FDA 510(k) clearance pathway. Pharmaceuticals and Class III/PMA-only devices are not eligible.
- By submitting, the Primary Clinical Lead represents that they have authority to submit on behalf of all team members, including engineering co-leads.

### **4. Voluntary Participation & Assumption of Risk**

- Participation is voluntary. By applying, Applicant acknowledges and assumes the risks inherent in presenting ideas, including potential public disclosure, overlap with other projects, and risk to prototypes or personal property.

### **5. Release & Waiver of Liability**

- **Release & Waiver:** To the fullest extent permitted by law, Applicant irrevocably releases, waives, and discharges Organizer and its affiliates, sponsors, partners, and their respective officers, directors, employees, and agents (the “Released Parties”) from all claims, liabilities, demands, losses, damages, costs, and expenses (including attorneys’ fees) arising out of or related to Applicant’s participation in the Competition, whether in contract, tort, or otherwise, known or unknown, foreseen or unforeseen.
- **Liability Cap:** In no event shall Organizer’s liability exceed the amount the registration fee paid. Under no circumstances shall Organizer be liable for punitive, exemplary, or consequential damages to the extent permitted by law.
- **Indemnification:** Applicant agrees to indemnify, defend, and hold harmless the Released Parties from any third-party claims, demands, liabilities, losses, or expenses (including attorneys’ fees) arising from breach of this Agreement, or from claims that Applicant’s Materials infringe or misappropriate third-party rights.

### **6. No Guarantees**

- Participation in the Competition does not guarantee investment, funding, mentorship, or commercialization.
- Selection as a finalist or winner does not create any fiduciary, employment, or partnership relationship.
- Any future commercialization or support opportunities would require a separate written agreement (e.g., licensing, revenue share, or service fee).
- Organizer reserves the right to modify, postpone, suspend, or cancel the Competition (or any

portion thereof) at any time, for any reason, in its sole discretion. Organizer shall not be liable for any costs or losses incurred by Applicant in connection with such changes.

## **7. Publicity & Media Release**

Applicant acknowledges that the Competition may be photographed, recorded, or livestreamed. Applicant grants Organizer a perpetual, worldwide, royalty-free license to use their name, likeness, voice, and biography for purposes of promoting the Competition and Organizer's mission, in any media now known or later developed.

## **8. Representations & Warranties**

Applicant represents and warrants that:

- They are at least 18 years of age.
- All information provided to the Organizer is true and accurate.
- Applicant has full authority to submit on behalf of all team members;
- Applicant owns or otherwise has rights to use the Materials, and their submission does not infringe any third-party rights;
- no litigation, claim, or dispute is pending regarding the Materials;

## **9. Entire Agreement**

This Agreement constitutes the entire understanding regarding participation in the Competition and supersedes all prior communications. It may only be amended in writing signed by the Organizer.

## **10. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

## **11. Dispute Resolution**

**Mediation and Arbitration:** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the Competition, the parties agree to first attempt in good faith to resolve the matter through non-binding mediation conducted in Harris, Texas, with a mediator mutually agreed upon by the parties. If the dispute is not resolved through mediation within 30 days, it shall be submitted to **final and binding arbitration** in Harris, County Texas, administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court of

competent jurisdiction. The parties **waive any right to a jury trial** and agree that any arbitration or litigation shall proceed on an individual basis and not as part of a class or collective action.

### **Acknowledgment**

By signing below (or electronically accepting as part of the application), the Primary Applicant Lead affirms eligibility and authority to submit on behalf of the team, including any engineering co-leads.

**Applicant Name:** \_\_\_\_\_

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

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