

INDIANAFIRST

NOTE: PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF YOUR RIGHTS.

CONSENT AND RELEASE FORM

IndianaFIRST - **2017** Season

Participant Team No. _____ (If No Team Check Here) Grade (only if a participant currently in the program) _____

Participant Name: _____

If Participant is under 18 years of age, Parent/Guardian Name: _____

Participant Date of Birth (MM/DD/YYYY) _____ Gender: (M) ____ (F) ____ (Prefer not to answer) ____

Participant Address: _____ City: _____ State: _____ Zip: _____

Participant Email (If Participant is under 18 years of age, Parent/Guardian Email): _____

Participant Phone (If Participant is under 18 years of age, Parent/Guardian Phone): _____

For and in consideration of IndianaFIRST allowing Participant identified above to participate in the IndianaFIRST Event; I, as Participant (or, if Participant is under 18 years of age, as Parent/Guardian of Participant and for myself), hereby agree to and make the following contractual representations:

1. BACKGROUND. This is a Consent and Release of Rights ("Release") in favor of IndianaFIRST and its officers, directors, employees, successors, assigns, volunteers and entities who are working at the authorization or direction of IndianaFIRST with respect to participation in events and programs officially offered by United States Foundation for the Inspiration and Recognition of Science and Technology ("FIRST") and/or IndianaFIRST, whether organized by FIRST, IndianaFIRST, or by both (collectively the "IndianaFIRST Event(s)"). "Participant" means any person participating, attending, coaching, judging, volunteering, mentoring, and/or involved, in any capacity, in an IndianaFIRST Event.

2. AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS.

(A) I acknowledge that IndianaFIRST Events are semi-public events that may be attended by the members of the press, business corporations, and media ("Commercial Guests") not under the control of IndianaFIRST who might photograph or videotape the event. As a matter of practice, IndianaFIRST asks Commercial Guests to comply with the IndianaFIRST policy of not printing a Participant's name with his/her picture, and IndianaFIRST asks them not to use images of Participants for commercial purposes without obtaining specific written permission from the Participant (or Parent/Guardian of Participant under 18 years of age).

(B) In consideration of being allowed to participate in one or more IndianaFIRST Event, Participant (or Parent/Guardian of Participant under 18 years of age) hereby grants to IndianaFIRST the following: (1) the right to photograph, videotape, or otherwise digitally collect Participant's likeness, voice and sounds (as "Works") during Participant's presence at the IndianaFIRST Event(s); and (2) the right to use or sublicense these Works and Participant's name, likeness and biography, in IndianaFIRST's discretion, in all media, for the promotion of IndianaFIRST and its mission, program and events. Participant (or Parent/Guardian of Participant under 18 years of age) hereby assigns and grants all rights in these Works to IndianaFIRST.

3. RELEASE OF ANY FUTURE CLAIMS; INDEMNIFICATION.

(A) I, as Participant (or Parent/Guardian of Participant under 18 years of age), understand and acknowledge that there are inherent risks and dangers associated with participation in IndianaFIRST Events, including, without limitation, the potential for serious bodily injury (including the loss of life) and the loss of or damage to property from, among other things, the exposure to electrical connections, lifting, constructing, and using robots and robotic components, using tools, contact with other participants, traveling to and from IndianaFIRST Events, and other undefined, not readily foreseeable and presently unknown risks and dangers arising from participating in public competitions (the "Risks"). I understand that these Risks may be caused in whole or in part by the Participant's own actions or inactions, the actions or inactions of others participating in IndianaFIRST Events, or the negligent acts or omissions of IndianaFIRST or its officers, directors, employees, successors, assigns, volunteers and entities. Being fully cognizant of the Risks of participating in an IndianaFIRST Event, **I HEREBY ASSUME FULL RESPONSIBILITY FOR ALL SUCH RISKS AND I ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES, CLAIMS, OR EXPENSES WHICH MAY BE INCURRED AS A RESULT OF PARTICIPANT'S PARTICIPATION IN ANY INDIANAFIRST EVENT.**

(B) I, as Participant (or Parent/Guardian of Participant under 18 years of age), **HEREBY RELEASE IndianaFIRST and its officers, directors, employees, successors, assigns, volunteers and entities from any and all liability, claims, losses, demands, cause of actions, damages, or expenses (including court costs and attorneys' fees) of any kind or nature which may arise out of, result from, or relate in any way to Participant's participation in the IndianaFIRST Event, including claims, losses, demands, cause of actions, damages, or expenses caused in whole or in part by the negligent acts or omissions of IndianaFIRST or its officers, directors, employees, successors, assigns, volunteers and entities, or arising from the negligence of IndianaFIRST or its officers, directors, employees, successors, assigns, volunteers and entities.** Should I, as Participant (or Parent/Guardian of Participant under 18 years of age), or anyone on Participant's behalf, assert a claim in contravention of my agreement in this Release, I shall be liable for all expenses, including court costs and attorneys' fees, incurred by both myself and IndianaFIRST or its officers, directors, employees, successors, assigns, volunteers and entities.

(C) I, as Participant (or Parent/Guardian of Participant under 18 years of age), **HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS INDIANAFIRST** from any and all third-party claims, losses, demands, cause of actions, damages, or expenses of any kind or nature which may arise out of, result from, or relate in any way to Participant's participation in the IndianaFIRST Event, **including claims, losses, demands, cause of actions, damages, or expenses caused in whole or in part by the negligent acts or omissions of IndianaFIRST or its officers, directors, employees, successors, assigns, volunteers and entities, or arising from the negligence of IndianaFIRST or its officers, directors, employees, successors, assigns, volunteers and entities.**

4. AUTHORIZATION FOR MEDICAL TREATMENT. In the event Participant should sustain injuries or illness while involved in an IndianaFIRST Event, I, as Participant (or Parent/Guardian of Participant under 18 years of age), hereby authorize IndianaFIRST to arrange for emergency first aid, medications, and/or hospital treatment.

5. CHOICE OF LAW / CHOICE OF VENUE. This Release shall be binding upon me and my heirs, personal representatives and assigns, and shall be governed by and construed under the laws of the State of Indiana. Any legal action arising out of this Release or the subject matter thereof, shall be brought in Marion County, Indiana. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all such previous agreements among the parties, whether written or oral.

6. CONFIDENTIALITY. I, as Participant (or Parent/Guardian of Participant under 18 years of age), hereby grant to IndianaFIRST the right to use the personal contact information provided here to support and promote IndianaFIRST, and its research, program evaluation, alumni efforts and/or other outreach activities.

7. SIGNATURE (Participant (or Parent/Guardian of Participant under 18 years of age)). Unless this Release is signed and approved by my parent or guardian below, I, the Participant, represent that I am over 18 years of age. I, as Participant (or Parent/Guardian of Participant under 18 years of age), understand that this form involves a release of my legal rights. I, Participant (or Parent/Guardian of Participant under 18 years of age), hereby consent and agree to the above.

I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT, BY SIGNING THIS RELEASE, I AM RELEASING CERTAIN LEGAL RIGHTS.

Signature of Participant (if 18 years of age or older)

Printed Name of Participant

Date

Signature of Participant's Parent or Legal Guardian (if Participant is under 18 years of age)

Printed Name of Parent or Legal Guardian (if Participant is under 18 years of age)

Date

For INDIANAFIRST use only: Location document collected: _____