

2008-09 CONSENT, RELEASE, HOLD HARMLESS AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

Program: FRC___ FVC___ FLL___ JFLL___ Event(s):_____ Team# 122

This is a Consent and Release of Rights in favor of the United States Foundation For the Inspiration and Recognition of Science and Technology, and its officers, directors, employees, and assigns ("FIRST"), as well as entities designated and approved to assist FIRST in managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and entities working with FIRST in print, publication, television, broadcast or video media) FIRST's programs ("FIRST's Cooperating Entities") including any and all FIRST Place, the FIRSTLEGO® League ("FLL"), Junior FIRSTLEGO League ("JFLL") FIRSTVex® Challenge ("FVC"), and FIRST Robotics Competition ("FRC") Events (the "FIRST Events"). As used below, "Participant" shall mean any individual, student, mentor, teacher, or volunteer involved in a FIRST event. In consideration of the acceptance of my participation in one or more FIRST Events, I agree to the following:

I hereby grant to FIRST, to FIRST's Cooperating Entities, and to the press and media admitted into FIRST Events the right to photograph, videotape, or otherwise digitally collect my likeness, voice and sounds (as "Works") during my participation at the FIRST Event(s). I further acknowledge the Works by FIRST and the FIRST's Cooperating Entities to be works made for hire, and otherwise irrevocably assign and grant to FIRST and to FIRST's Cooperating Entities all rights in these Works and the right to use or sublicense these Works and my name, likeness and biography, in FIRST's discretion, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for FIRST or the FIRST's Cooperating Entities, without any further consideration to me or any limitation whatsoever. It is a FIRST policy not to print a minor's name with his/her picture without specific permission from his/her parent or guardian.

There are risks inherent in participating in FIRST Events, including the risks inherent in the construction of robots and LEGO structures, as well as in working with electrical connections, traveling to and from events, and participating in public competitions. These risks include the risk of bodily harm (including without limitation, death) and property damage. Being fully cognizant of the risks in participating in an Event, I hereby assume those risks. **Except to the extent due to the gross negligence or willful misconduct of FIRST or FIRST's Cooperating Entities, to the fullest extent permitted by applicable laws, I HEREBY WAIVE ANY CLAIMS OR CAUSES OF ACTION which I may now or hereafter have against FIRST and FIRST's Cooperating Entities arising out of my participation in any FIRST Event, and I will indemnify and hold harmless FIRST and FIRST's Cooperating Entities against any and all claims resulting from such participation.**

I HEREBY RELEASE FIRST and FIRST's Cooperating Entities and their respective successors, affiliates, licensees and assigns from all claims, demands, liabilities, damages, costs and expenses attorneys' fees, other professional fees and expenses, and any claims including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever that I may now or hereafter have against FIRST and FIRST's Cooperating Entities arising in connection with my participation in any FIRST Event.

In the event I should sustain injuries or illness while involved in an FIRST Event, I hereby authorize FIRST and FIRST's Cooperating Entities to administer, or cause to be administered, such first aid or other treatment and medications I may bring as may be necessary under the circumstances, to include treatment by a physician or hospital of FIRST's or FIRST's Cooperating Entities' choice.

This Release shall be binding upon my heirs, personal representatives and assigns, and me and shall be governed by and construed under the laws of the State of New Hampshire, which shall be the venue for any legal action. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

FIRST strongly believes in confidentiality of all contact information. FIRST promises that it will not rent, sell or distribute this contact information to any organization other than those directly involved in the operation and support of FIRST programs. FIRST will be using the personal contact information provided here as part of its participant database and to contact the FIRST participant and/or the participant's guardian as part of its research, program evaluation, or alumni outreach efforts, or other related outreach activities as they may occur.

Unless I check this box to remove my consent, I hereby grant to FIRST the right to use the personal contact information provided here for FIRST's research, program evaluation, alumni efforts and/or other outreach activities.

I understand that this form involves a release of legal rights.

Participant Name _____ Participant Signature _____ Date _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: Home () _____ Email address: _____
Age: _____ Gender: _____(M) _____(F)
Race (optional) [Please check one]: African-American Asian/Pacific Islander Native American/Alaskan White Multiple races
Ethnicity (optional): Hispanic Non-Hispanic

For Participants under the age of eighteen (18) years listed above: I hereby consent and agree to the above on Page 1 (one) as the Parent/Legal Guardian of _____ (minor's name), in which case "I", "me" and "my" as used herein shall refer to said minor.

Parent or Legal Guardian Signature _____
Print Parent or Guardian Name