

10.28.07 2009-10 CONSENT, RELEASE, HOLD HARMLESS AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

Program: FRC FTC FLL Jr.FLL Kickoff Event(s): _____ Team# _____

Role: Mentor Team Leader Student Participant Volunteer Supporters

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, successors 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 *FIRST* LEGO® League ("*FLL*"), Junior *FIRST* LEGO League ("*Jr.FLL*") *FIRST* Tech Challenge ("*FTC*"), and *FIRST* Robotics Competition ("*FRC*") Events (the "*FIRST* Events"). As used below, "Participant" means any individual, student, mentor, teacher, or volunteer involved in a *FIRST* event. (Mascots, cheerleaders, and band squads ("Supporters") not only attending but participating in a *FIRST* Event should also sign this Consent Form.) In consideration of accepting 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 acknowledge the Works 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 AND RELEASE ANY CLAIMS OR CAUSES OF ACTION which I may now or hereafter have against *FIRST* and *FIRST*'s Cooperating Entities arising in connection with 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, 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.**

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, my 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 such previous agreements among the parties, whether written or oral.

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 [Print Clearly] _____ Participant Signature _____ Date _____

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

Phone: Home () _____ Email address: _____ Gender: _____(M) _____ (F)

Date of Birth: Month: ___ Date: ___ Year: ___ Ethnicity (optional): Hispanic Non-Hispanic

Race: (optional) African-American Asian/Pacific Islander Native American/Alaskan White Multiple races

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