Walnut Valley Robotics

Release Waiver Of Minor

- **1. BACKGROUND.** This is a Consent and Release of Rights ("Release") in favor of WALNUT VALLEY ROBOTICS and its officers, directors, employees, successors, assigns, volunteers and entities ("WALNUT VALLEY ROBOTICS") who are working at the authorization or direction of WALNUT VALLEY ROBOTICS 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 WALNUT VALLEY ROBOTICS, whether organized by FIRST, WALNUT VALLEY ROBOTICS, or by both (collectively the "FIRST Event(s)"). "Participant" means any person, under the age of eighteen (18) years of age, participating, attending, and/or involved, in any capacity, in a FIRST Event.
- 2. AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS. (A). Parents or Parent of Participant ("We (I))" acknowledge that FIRST 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 WALNUT VALLEY ROBOTICS who might photograph or videotape the event. As a matter of practice, WALNUT VALLEY ROBOTICS asks Commercial Guests to comply with the FIRST and WALNUT VALLEY ROBOTICS policy of not printing a Participant's name with his/her picture, and WALNUT VALLEY ROBOTICS asks them not to use images of Participants for commercial purposes without obtaining specific written permission from the Participant's parent/guardian. (B). In consideration of Participant being allowed to participate in one or more FIRST Events, we (I) hereby agree and grant to WALNUT VALLEY ROBOTICS 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 FIRST Event(s) and assign and grant all rights in these Works to WALNUT VALLEY ROBOTICS; and (2) the right to use or sublicense these Works and Participant's name, likeness and biography, in WALNUT VALLEY ROBOTICS's discretion, in all media, for the promotion of WALNUT VALLEY ROBOTICS and its mission, program and events.
- 3. WAIVER AND RELEASE OF ANY FUTURE CLAIMS. In consideration for being part of Walnut Valley Robotics, we (I) hereby release, forever discharge and agree to hold harmless Walnut Valley Robotics, the sponsors, the directors, mentors, parents, and school association members, the FIRST Organization and team assistants (the Organization) from any and all liability, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by the undersigned and the team-participant that occur while said team member is participating in any Walnut Valley Robotics trip and/or activity. Furthermore, on behalf of our (my) childparticipant we (I) hereby assume all risk of personal injury, sickness, death, damage, and expense as a result of participation in recreation and work activities involved therein. Further authorization and permission is hereby given to said Organization to furnish any necessary transportation, food, and lodging for this team member. In the event of travel, a parent or guardian will be required to attend and arrange transportation, unless directed by another parent or guardian. The organization is not required to supply transportation to and from any event, tournament or practices. The undersigned does also hereby give permission for our/my) child to ride in any vehicle designated by the adult in whose care the minor has been entrusted while attending and participating in activities sponsored by the Organization. We (I) hereby agree(s) to hold harmless and indemnify said Organization, its sponsors, its directors, mentors, school association members, the FIRST Organization and team assistants, for any

liability sustained by said Organization as the result of the negligent, willful, or intentional acts of said participant, including expenses incurred attendant thereto. We (I) are the parent(s) or legal guardian(s) of this participant, and hereby grant our (my) permission for him (her) to participate fully in said activities, and hereby give our (my) permission to take said participant to a doctor or hospital and hereby authorize medical treatment, including but not in limitation to emergency surgery or medical treatment, and assume the responsibility of all medical bills, if any. We (I) authorize an adult, in whose care the minor has been entrusted, to consent to any X-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment, and hospital care, to be rendered to the minor under the general or special supervision and on the advice of any physician or dentist licensed under the provisions of the Medical Practice Act on the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital. Further, should it be necessary for the participant to return home due to medical reasons, disciplinary action or otherwise, we (I) hereby assume all transportation costs.

- **5. CHOICE OF LAW.** This Release shall be binding upon my, and Participant's, heirs, personal representatives and assigns, and shall be governed by and construed under the laws of the State of California, 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.
- **6. CONFIDENTIALITY.** WALNUT VALLEY ROBOTICS strongly believes in the confidentiality of all contact information. WALNUT VALLEY ROBOTICS promises that it will not rent or sell this contact information. However, we (I) hereby grant to WALNUT VALLEY ROBOTICS the right to use the personal contact information provided here to support and promote WALNUT VALLEY ROBOTICS, and its research, program evaluation, alumni efforts and/or other outreach activities.
- **7. SIGNATURE OF PARENT/LEGAL GUARDIAN**. We (I) understand that this form involves a release of legal rights. For the Participant under the age of eighteen (18) years listed above, I hereby consent and agree to the above.
- 8. Warehouse Release Form I, as a patron of WALNUT VALLEY ROBOTICS, am engaged in attending and participating in a robotics team held by WALNUT VALLEY ROBOTICS. We (I) understand that the workshop(s) involve various aspects of woodworking and metal working, and include the use of both manual and electrically powered tools, equipment and machinery. We (I) am aware of and understand the possibilities of serious injury or death from using any shop related tools and related materials, and our/my child agrees to obey standard safety rules and practices while using or operating tools and agrees to use or operate them in an otherwise safe manner. Our/my child also agrees to refrain from using any tools for which he or she has not had proper instruction or extensive prior experience and feels able to operate in a safe, competent manner. We (I) represent that our/my child has the skill and training necessary to keep him/herselves and others safe when using the tools. I also understand that our/my child may be asked by the instructor/mentor/coach not to operate certain machines, tools, and/or equipment during and hereby agree to follow the instructor's/Coach/Mentor request(s). We (I) understand and agree to our/my child's use of safety equipment such as safety glasses and or face shields at all times while operating lathes, grinders and all other workshop machinery and equipment. We (I) also agree that our/my child will not to operate or use any equipment in the workshop without an

instructor/mentor/coach present. We (I) hereby assume the risk and responsibility of any and all injuries that our/my child may sustain or cause in the pursuit of any activities while on the premises. Also, We (I) hereby release and forever discharge and agree to defend and hold harmless WALNUT VALLEY ROBOTICS, its mentors, parents, coaches, school administrators and any of its employees or instructors/mentors/coaches from any actions, suits, damages, claims or judgments that may result from any personal injury our/my child may sustain or that may cause while on the premises of WALNUT VALLEY ROBOTICS PROPERTY, WAH FAMILY PROPERTY and any other locations we work while engaged in the activities specified above. We (I) also understand that we (I) am responsible for paying all costs resulting from medical treatment received as a consequence of using any shop or robotics tools and participating in any event(s). Parent 1 or Legal Guardian Name Date Parent 2 or Legal Guardian Name Date Participant/Team Member Name Date Information Address: ______ City:_____ Contact 1: Name ______ Phone Number: (____) _____ Contact 2: Name ______ Phone Number: (____) ____ Medical Information

Insurance Company: ______ Policy Number: _____