

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

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

Role (Check all that apply): Mentor/Coach Team Leader Team Member Volunteer Teacher Supporter

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, assigns, and volunteers who are working at its authorization or direction ("FIRST"®) with respect to the programs and events officially offered by FIRST. This includes FIRST Place, FIRST LEGO® League ("FLL"®), Junior FIRST LEGO League ("Jr.FLL"), FIRST Tech Challenge ("FTC®"), and FIRST Robotics Competition ("FRC™") - (collectively the "FIRST Events"). "Participant" means any individual, student, team member, mentor, coach, teacher, or volunteer involved in a FIRST event. Mascots, cheerleaders, band squads and other individuals or groups actively supporting teams ("Supporters") not only attending, but participating in a FIRST Event should also sign this Consent Form.

In consideration of being allowed to participate in one or more FIRST Events, I agree to the following:
I hereby grant to FIRST the right to photograph, videotape, or otherwise digitally collect my likeness, voice and sounds (as "Works") during my presence at the FIRST Event(s) and assign and grant all rights in these Works to FIRST. This gives FIRST the right to use or sublicense these Works and my name, likeness and biography, in FIRST's discretion, in all media, for the promotion of FIRST and its mission and program. I also 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 FIRST who might photograph or videotape the event. As a matter of practice, FIRST asks commercial guests to comply with the FIRST policy of not printing a minor's name with his/her picture, and FIRST asks them not to use images of Participants or attendees for commercial purposes without obtaining specific written permission from the person or a minor's parent/guardian.

There are risks inherent in participating in FIRST Events, including risks 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 or loss. Being fully cognizant of the risks of participating in an Event, I hereby assume those risks. Except to the extent due to the gross negligence or willful misconduct of FIRST, 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 arising in connection with my participation in any FIRST Event. I hold harmless FIRST, 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 a FIRST Event, I hereby authorize FIRST to provide or arrange for first aid, medications, and hospital treatment needed as determined by FIRST.

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 the confidentiality of all contact information. FIRST promises that it will not rent or sell this contact information. Unless I check this box to remove my consent, I hereby grant to FIRST and local FIRST groups the right to use the personal contact information provided here to support and promote FIRST, and its research, program evaluation, alumni efforts and/or other outreach activities.

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

Participant Name [Printed] _____ Participant Signature _____ Date _____ Date of Birth [M/D/Y] _____

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

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

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

For Participants under the age of eighteen (18) years listed above: I hereby consent and agree to the above 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 _____ Date _____