INDIANAFIRST

ADULT CONSENT AND RELEASE FORM

FRC® Program - **2015** Season

Submit this form at a Jan 3, 2015 FRC Kickoff or at the first IndianaFIRST Competition event you attend.

Team No. _____ (If No Team Check Here) ☐

Name _____ Date of Birth (M/D/Y) _____

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

Phone: Home/Cell _____ Email Address: _____ Gender: (M)___ (F)___

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 ("IndianaFIRST") 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 "FIRST Event(s)"). "Participant" means any person participating, attending, and/or involved, in any capacity, in a FIRST Event.

2. AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS. (A). 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 IndianaFIRST who might photograph or videotape the event. As a matter of practice, IndianaFIRST asks Commercial Guests to comply with the FIRST and 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. (B). In consideration of being allowed to participate in one or more FIRST Events, I hereby agree and grant to IndianaFIRST the following: (1) 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 IndianaFIRST; and (2) the right to use or sublicense these Works and my name, likeness and biography, in IndianaFIRST's discretion, in all media, for the promotion of IndianaFIRST and its mission, program and events.

3. WAIVER AND RELEASE OF ANY FUTURE CLAIMS. (A). There are risks inherent in participating in FIRST Events, including risks in the construction of robots, 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. (B). Being fully cognizant of the risks of participating in a FIRST Event, I hereby assume those risks. Except to the extent due to the gross negligence or willful misconduct of IndianaFIRST, and to the fullest extent permitted by applicable laws, in consideration of being allowed by IndianaFIRST to participate in the FIRST Events, **I HEREBY WAIVE AND RELEASE ANY CLAIMS OR CAUSES OF ACTION that I may now or hereafter have against IndianaFIRST arising in connection with or relating to my participation in any FIRST Event or arising from unofficial IndianaFIRST programs and events offered by others. I hold harmless IndianaFIRST, 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.**

4. AUTHORIZATION FOR MEDICAL TREATMENT. In the event I should sustain injuries or illness while involved in a FIRST Event, I 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 Tippecanoe 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. IndianaFIRST strongly believes in the confidentiality of all contact information. IndianaFIRST promises that it will not rent or sell this contact information. However, I 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. PROVISIONS FOR IDEMNIFICATION WITH RESPECT TO CLAIMS BY THIRD PARTIES.

A. Indemnity. I agree to defend, indemnify, and hold harmless Indiana FIRST and its agents from any and all claims, demands, liabilities, and actions of any type, including all resultant costs and attorneys' fees, on account of injury to any person or property arising out of the use, handling, storage, transportation, possession, processing, application, resale, or any other activity involving IndianaFIRST products. This provision shall not operate to relieve IndianaFIRST from its own negligence, but shall operate to relieve IndianaFIRST from any and all liability to the fullest extent allowed by law, including for its own negligence, when other parties are at fault to some degree as well.

B. Indemnification. I agree to indemnify and hold harmless IndianaFIRST from any claim or cause of action (including all expenses and reasonable attorneys' fees) arising from, or in connection with, any allegation that the robotics used in any event involving IndianaFIRST were defective in any respect, or are unreasonably dangerous. I further agree to indemnify IndianaFIRST from any claim asserted against IndianaFIRST arising from, or in connection with, any allegation of negligence, fault, comparative fault or strict products liability arising from, or in connection with, the goods at use in any such event.

8. SIGNATURE. I understand that this form involves a release of legal rights. I hereby consent and agree to the above.

_____ _____ _____

Signature Print Name Date

For INDIANAFIRST use only: __Southport __IUPUI __Michigan City __ West Lafayette
__Indianapolis__ Kokomo__West Lafayette
__IN CMP