

UNITED STATES FOUNDATION FOR THE INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY (US FIRST)

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

Program: FRC \_\_\_ FTC \_\_\_ FLL \_\_\_ Jr.FLL \_\_\_ 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 the authorization or direction of FIRST® ("FIRST") and FIRST in Michigan ("FIRST in Michigan") with respect to the programs and events officially offered by FIRST and/or FIRST in Michigan. This includes FIRST Place, FIRST LEGO® League ("FLL" ®), Junior FIRST LEGO League ("Jr.FLL™"), FIRST Tech Challenge ("FTC®"), and FIRST Robotics Competition ("FRC™") events, whether organized by FIRST, by FIRST in Michigan, or by both (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 and FIRST in Michigan 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 and FIRST in Michigan. This gives FIRST and FIRST in Michigan the right to use or sublicense these Works and my name, likeness and biography, in FIRST's and FIRST in Michigan's discretion, in all media, for the promotion of FIRST and FIRST in Michigan and their mission and programs. 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 or FIRST in Michigan, who might photograph or videotape the event. As a matter of practice, FIRST and FIRST in Michigan ask commercial guests to comply with the FIRST and FIRST in Michigan policy of not printing a minor's name with his/her picture, and FIRST and FIRST in Michigan ask 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 a FIRST Event, I hereby assume those risks. Except to the extent due to the gross negligence or willful misconduct of FIRST or FIRST in Michigan, 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 in Michigan arising in connection with my participation in any FIRST Event or arising from unofficial FIRST and FIRST in Michigan programs and events offered by others. I hold harmless FIRST and FIRST in Michigan, 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 and FIRST in Michigan to provide or arrange for first aid, medications, and hospital treatment needed as determined by FIRST or FIRST in Michigan.

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, in the case of a matter involving FIRST or under the laws of the state of Michigan, in the case of a matter involving FIRST in Michigan, or, under the laws of the State of New Hampshire in a matter involving both FIRST and FIRST in Michigan. The jurisdiction mentioned in the previous sentence shall also 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. The terms of this release may not be modified except by a written amendment to this agreement.

FIRST and FIRST in Michigan strongly believe in the confidentiality of all contact information. FIRST and FIRST in Michigan promise that they will not rent or sell this contact information. Unless I check this box  to remove my consent, I hereby grant to FIRST and FIRST in Michigan and local FIRST groups the right to use the personal contact information provided here to support and promote FIRST and FIRST in Michigan, and their 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  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 \_\_\_\_\_