

## VEX® ROBOTICS COMPETITION EVENT

### CONSENT, RELEASE, HOLD HARMLESS

#### AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement ("Agreement") between the VEX® Robotics Competition, the Robotics Education and Competition Foundation, Inc., ("REC Foundation"), VEX Robotics, Inc., and officers, directors, employees and Designees of each (collectively, "VEX"), and Participant (collectively referred to herein as "I", "me", "my" and "Participant"). "Designees" includes those persons or entities (including third parties not affiliated with VEX) managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and third-party entities working with VEX in print, publication, television, broadcast or video media) the VEX Robotics Competition. As used in this Agreement, Participant shall mean any individual, Parent or Guardian of a Participant under 18 years of age, student, mentor, teacher, volunteer, or other person or entity involved in a VEX Robotics Competition event, including, without limitation, the VEX World Championship Event ("Event" or "Events").

In consideration of my participation in one or more Events, I agree to the following:

I recognize that there may be risks associated with attending and/or participating in an Event, including, without limitation, risks inherent in the construction and/or operation of robots, working with electrical connections, operating or handling tools or sharp objects, traveling to and from events, and participating in public competitions. These risks include the risk of injury (including without limitation, serious bodily harm and even death) and property damage. Being fully cognizant of the risks in participating in any such Event, I hereby fully and willingly assume those risks. To the fullest extent permitted by applicable laws, I HEREBY WAIVE ANY CLAIMS OR CAUSES OF ACTION which I may now have or hereafter arises against VEX relating to or connected to my participation in any Event (including, without limitation, the VEX World Championship Event), and I will indemnify and hold harmless VEX against any and all claims against any such entity or person resulting from same.

I HEREBY RELEASE VEX and each of its respective employees, officers, directors, successors, assigns, affiliates, parent companies, licensees and agents from any and all claims, demands, liabilities, damages, costs and expenses, attorneys' fees, other professional fees and expenses, including, without limitation, negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc., any claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever that I may now have or hereafter may arise against VEX in connection with my participation in any Event.

I understand and am aware of the guidelines recommended by the CDC and health authorities in my jurisdiction regarding social distancing and the importance of hygiene due to the spread of COVID-19.

I represent that:

- I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Event while following all rules set forth by the Robotics Education and Competition Foundation and VEX.

In consideration for my participation in the Event, I agree as follows:

1. **Assumption of Risk.** I fully understand that there are dangers, inherent and otherwise, in an Event and in engaging in an Event during the COVID-19 pandemic. I further understand that my participation in the Event may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I hereby acknowledge that I am participating of my own free will in an Event and I agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in an Event.
2. **Medical Release.** In the event I should sustain any injuries or illness while attending and/or participating in an Event and the parent/guardian cannot be contacted in an emergency, I hereby authorize VEX to administer, or cause to be administered, such first aid or other treatment and such medications as I may possess, as reasonably necessary under the circumstances, including without limitation, treatment by a physical therapist or hospital of VEX's choice.
3. **Waiver and Release of Liability.** I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge VEX, its Committee members and their families, respective agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of VEX or their respective agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue VEX Committee or their respective agents, employees, and/or volunteers for any damages I incur in connection with an Event. This release and waiver extend to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
4. **Compliance with All Rules.** I agree to obey all rules and regulations applicable to an Event and instructions provided by VEX and their staff and volunteers during my participation in an Event.
5. **Miscellaneous.** I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

Participant understands that photographs, videotapes, and other recordings will be made of participants at such Events, including the Participant.

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Participant consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Event and (ii) in promotion of VEX, the REC Foundation and other Events. I further acknowledge that any works made by or for VEX ("Works") to be "works made for hire," under applicable copyright laws, and to the extent I have or may claim any rights in or to such Works, I hereby grant to VEX any and all such rights, including, without limitation, the right to use or sub-license these Works in any and all media, now known or later discovered or developed, and in all forms and for all purposes, including without limitation, advertising and other promotions for any VEX Events, without any further consideration due to me or any limitation whatsoever.

THIS RELEASE SHALL BE BINDING UPON MY HEIRS, PERSONAL REPRESENTATIVES, AND ME. FOR ANY DISPUTE OR CAUSE OF ACTION ARISING WITHIN THE UNITED STATES OF AMERICA, THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND SHALL BE SUBJECT TO ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

ANY DISPUTE OR CAUSE OF ACTION IN CONNECTION WITH AN EVENT ARISING OUTSIDE THE UNITED STATES OF AMERICA SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES, WITH THE APPLICABLE LAW BEING THE JURISDICTION IN WHICH THE EVENT OCCURRED.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

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*Signature of Participant if 18 years of age or older or Parent/Guardian if Participant under 18 years*

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*Printed name of person signing*

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*Date*

Participant Name (full legal name): \_\_\_\_\_

If Participant is under 18 years of age, Parent/Guardian (full legal name): \_\_\_\_\_

Participant Date of Birth if under 18 years of age [MM/DD/YYYY]: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Participant Email (If Participant is under 18 years of age, Parent/Guardian Email): \_\_\_\_\_