

ingenuityNE (New England *FIRST*/NE *FIRST*) CONSENT AND RELEASE AGREEMENT

Participant Name: _____

If Participant is under 18 years of age, Parent/Guardian 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): _____

Participant Team Number: _____

The Participant identified above (“Participant”) desires to participate (as a team member, coach, mentor, judge or in some other manner) in the *FIRST*® Robotics Competition, *FIRST*® Tech Challenge, *FIRST*® LEGO® League, or another *FIRST*® program (the “Programs”) operated by NE *FIRST*. As a condition of allowing Participant to participate in a Program, For Inspiration and Recognition of Science and Technology (*FIRST*) and NE *FIRST* (collectively referred to in this agreement as “*FIRST*”) require that the Participant (by his or her Parent/Guardian if under 18 years of age) agree to the terms of this Consent and Release Agreement.

1. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that participation in the Program will expose Participant to risks of injury and illnesses including, without limitation: building, lifting, and using electrical/mechanical robots and robot components; using tools; other participants; dancing and other associated activities; communicable diseases; adverse weather conditions; transportation; medical care; substandard building construction or maintenance; civil unrest; terrorism; war; and negligent or criminal acts of third parties. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that *FIRST* does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants in the Program. Participant, if 18 years of age or older, acknowledges and agrees that he/she is primarily responsible for his/her safety. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees that the Parent/Guardian is primarily responsible for the Participant’s safety and that the Parent/Guardian will monitor, as appropriate considering the age of the Participant and other factors, the Participant’s participation in the Program.
2. **COVID-19 and Communicable Illness.** Participant understands and agrees that participation in the Programs presents certain risks and dangers to Participant, both serious and minor, arising from being exposed to the coronavirus known as COVID-19 or other endemic or pandemic illness. Participant understands that COVID-19 is considered highly contagious and is primarily spread from person-to-person, including by asymptomatic persons, regardless of vaccination status. COVID-19 is more likely to spread when people are in close proximity to one another. Participant understands that, while participating in the Programs, Participant will be in close proximity to other persons, some of whom may be infected by, and able to spread, COVID-19 or other communicable illness. Participant understands that Participant may contract COVID-19 or other communicable illness as a result of participating in the Programs. Participant understands and agrees that this Agreement waives and releases the right to make any and all claims whatsoever related to COVID-19 or other communicable illness exposure and any and all claims for any resulting injury, disability, or illness up to and including death.
3. **COVID-19 Symptom-Free Participation:** Participant agrees to comply with any COVID-19 screening or exposure control practices which may be adopted by *FIRST* when participating in the Programs and will also comply with any COVID-19 requirements of the state or local jurisdiction in which the Programs are located, including the need to isolate or quarantine due to positivity, exposure, or symptoms, regardless of vaccination status. As a result, Participant understands that compliance with these protocols may mean that Participant may not participate in person in the Programs until their COVID-19 status has been cleared, according to *FIRST* and/or state or local protocols.

4. In consideration for *FIRST* allowing the Participant to participate in a Program, Participant (and the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) assumes all risk of such participation and hereby releases *FIRST* and (except as expressly provided below) all of *FIRST*'s directors, officers, employees, volunteers, and agents from any and all claims for any injury of any kind to the Participant (and the Parent/Guardian) or other damages that may occur as a result of the Participant's participation in the Program, including without limitation any injuries, illnesses or other damages that may be caused by the negligence of *FIRST* or negligence of any of *FIRST*'s directors, officers, employees, volunteers, or agents (including, without limitation negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc.), and agrees not to file any lawsuit or otherwise make any claim against *FIRST* or any of *FIRST*'s directors, officers, employees, volunteers, or agents for any such injury or other damages. The Participant (and the Parent/Guardian of a Participant under 18 years of age) does not hereby release any claims against any individual person who intentionally causes injury to the Participant.
5. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that photographs, videotapes, and other recordings will be made of participants in the Programs, including the Participant. Participant (and the Parent/Guardian of a Participant under 18 years of age) consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Program and (ii) to promote *FIRST* and the Programs.
6. Participant (and the Parent /Guardian of a Participant under 18 years of age) understands the consent hereby given extends to any and all sponsors of the Programs and such sponsors may use such photographs, videotapes and other recordings for their own respective advertising, publicity, commercial or other business purposes in all markets. Participant (and the Parent/Guardian of a Participant under 18 years of age) has read this document and understands that this Consent and Release Agreement includes a waiver of the right to make injury or illness claims that is intended to be legally binding. By signing below, Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to this Consent and Release Agreement.

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

Printed name of person signing

Date