

The Peachtree District (PCH) - Representing GeorgiaFIRST Robotics and FIRST in South Carolina FIRST Robotics Competition (FRC)

Consent and Release Form

- 1. BACKGROUND.** This is a Consent and Release of Rights ('Release') in favor of The Peachtree District and its officers, directors, employees, successors, assigns, volunteers and entities ('Peachtree District') who are working at the authorization or direction of GeorgiaFIRST Robotics and FIRST in South Carolina FRC with respect to participation in events and programs officially offered by The Foundation for the Inspiration and Recognition of Science and Technology ('FIRST') and/or GeorgiaFIRST Robotics and FIRST in South Carolina FRC, whether organized by FIRST, GeorgiaFIRST Robotics, FIRST in South Carolina FRC or by all three entities. '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 The Peachtree District who might photograph or videotape the event. As a matter of practice, The Peachtree District asks Commercial Guests to comply with the FIRST and The Peachtree District policy of not printing a Participant's name with his/her picture and The Peachtree District 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 The Peachtree District the following: (1) the right to photograph, videotape, or otherwise digitally collect my likeness, voice and sounds ('Works') during my presence at the FIRST Event(s) and assign and grant all rights in these Works to The Peachtree District and (2) the right to use or sublicense these Works and my name, likeness and biography, in The Peachtree District discretion, in all media, for the promotion of The Peachtree District 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 The Peachtree District and to the fullest extent permitted by applicable laws, in consideration of being allowed by The Peachtree District 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 The Peachtree District arising in connection with or relating to my participation in any FIRST Event or arising from unofficial Peachtree District programs and events offered by others. I hold harmless The Peachtree District, 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 The Peachtree District to arrange for emergency first aid, medications and/or hospital treatment.
- 5. CHOICE OF LAW.** This Release shall be binding upon me and my heirs, personal representatives and assigns and shall be governed by the construed under the laws of the State of Georgia and the State of South Carolina, 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.
- 6. COVID-19.** By participating in a Peachtree District programming or events, you understand and expressly acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending events, you and any guests voluntarily assume all risks related to exposure to COVID-19, and waive, release, and discharge The Peachtree District; the venue; event sponsors; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers from any and all liability under any theory, whether in negligence or otherwise, for any illness or injury.
- 7. CONFIDENTIALITY.** The Peachtree District strongly believes in the confidentiality of all contact information. The Peachtree District will not rent or sell this contact information. However, I hereby grant The Peachtree District the right to use the personal contact information provided here to support the promote The Peachtree District and its research, program evaluation, alumni efforts and other outreach.

Submit this form at the first Peachtree District Competition event you attend. Please PRINT in LARGE BLOCK LETTERS

NAME _____ TEAM NUMBER _____ NOT WITH A TEAM _____

ADDRESS _____

CELL PHONE _____ EMAIL _____

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

Signature Date

Signature of Parent or Guardian if under 18 years of age Print Name of Parent or Guardian