OREGON GAME PROJECT CHALLENGE PARTICIPANT CONSENT AND PHOTO/VIDEO AUTHORIZATION (2023)

The Oregon Game Project Challenge (**OGPC**) is a 501(c)(3) non-profit organization managed and run by volunteers. OGPC conducts an annual video game development competition (**Event**) for middle school and high school students (**Participants**). For purposes of this consent/authorization, "OGPC" includes Event volunteers and sponsors.

This page (page 1) is the OGPC consent, and the following page (page 2) is the consent required by Western Oregon University, the Event site host. Parents and guardians of Participants must read both pages and sign the bottom of page 2 if they agree to the terms of both consents. Participants aged 18 and older may sign for themselves.

Participation Consent

I understand and agree to the following:

- The Event is held in a public space and is open to the public (anyone can attend).
- There are risks involved in participating in the Event. These risks include, but are not limited to, property damage / loss, personal injury, and death. Except in cases of gross negligence or willful misconduct on the part of OGPC, I agree that I will not make any claims again, bring any legal action against (sue in court), or otherwise attempt to hold OGPC responsible for any losses, damages, harm, injuries, or any other cause of action that may result from my participation. I also agree to indemnify and hold harmless OGPC against any claims resulting from my Participation. I understand that I am participating at my own risk and OGPC cannot be held responsible.
- OGPC is not responsible for supervising or ensuring the safety of Participants. Parents, Guardians,
 Coaches, or other responsible adults accompanying Participants are responsible for ensuring Participant safety and providing adequate supervision.
- OGPC is not responsible for protecting Participants' personal property. Any personal property (such as computers, tablets, cell phones, backpacks, or any other personal belongings) brought with to the Event should be attended at all times.
- If a Participant becomes ill during the Event, OGPC may request medical assistance on the Participant's behalf, such as by contacting 911. OGPC may also perform first aid and/or other reasonable measures.

Photo/Video Authorization

- I give OGPC permission to photograph and/or video record me during the Event.
- I understand that any photographs and/or video recordings may be used by OGPC for advertising or other promotional purposes, including posting on OGPC and sponsor websites and social media accounts. OGPC will not print a Participant's name with his/her picture or video recording without written permission from the Participant's parent or guardian (or the Participant, if aged 18 or older).



CONTINUE TO PAGE 2, AND SIGN THE BOTTOM OF PAGE 2

WESTERN OREGON UNIVERSITY OGPC PARTICIPANT INFORMED CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT

In consideration of my voluntary participation in the Western Oregon University <u>OGPC Event</u> ("Program") and all Program events and activities on the Western Oregon University campus, do hereby assume full responsibility for all risk of injury or loss which may result from my participation in the Program. I further agree to comply with all applicable rules of the Program.

Specifically, I agree to follow safety and other instructions provided by WOU and Program staff, operate and use equipment, tools, materials in a proper and safe manner, use WOU facilities in accordance with Program and WOU policies governing the use of those facilities, and immediately report any defective equipment, unsafe acts or dangerous conditions to Program staff. I further acknowledge and agree that I share responsibility for my safety and the safety of other Program participants, and I will not engage in conduct that puts anyone's safety at risk. I understand that WOU may rescind my participation in the Program at any time should WOU determine, in its sole discretion, that I have violated Program rules, failed to comply with safety or other instructions, or that my actions or behavior have endangered me, other participants, Program staff, or the public.

I understand that there are risks and dangers inherent with my participation in the Program including, but not limited to, possible property damage, personal injury or death. Understanding this, to the best of my knowledge, I have no medical, physical, mental or emotional health conditions that would hinder my participation in the Program.

I agree, in consideration of my voluntary participation in the Program, to hold harmless, release, and forever discharge the State of Oregon, the Western Oregon University Board of Trustees, Western Oregon University, and the Public Universities Risk Management and Insurance Trust (PURMIT), their officers, agents and employees from any and all claims and demands whatsoever which I or any third party may have against them by reason of any accident, injury, or death, or damage to, or loss of, or destruction of property arising or resulting directly or indirectly from my participation in the Program.

I further agree that the provisions of this Informed Consent, Release and Indemnification Agreement are effective and binding upon my heirs, executors, administrators, successors, beneficiaries, and assigns and shall inure to the benefit of the State of Oregon, the Western Oregon University Board of Trustees, Western Oregon University, and the Public Universities Risk Management and Insurance Trust (PURMIT), and their officers, agents and employees.

I agree that this Informed Consent, Release and Indemnification Agreement shall be construed in accordance with the laws of the State of Oregon and that venue for any legal proceedings arising out of this Agreement shall be in Oregon. If any term of provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

I HAVE CAREFULLY READ THIS AGREMEENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR THE INJURY OR DEATH OF ME OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATION IN THE PROGRAM, AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH TO ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY ANY NEGLIENT OR INTENTIONAL ACT OR OMISSION.

Signature means you agree with all the terms of <u>both</u> the OGPC (page 1) and WOU (page 2) consents.	
Student/Participant's Name (print):	
Parent/Guardian's Name (print):	
Parent/Guardian's Name (sign):	Date: