

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 each (collectively, "VEX"), and Participant (collectively referred to herein as "I", "me", "my" and "Participant"). "Designees" includes those persons and 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. 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 an Event, 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 arise against VEX, its officers, directors, employees, agents, volunteers, successors, assigns, affiliates, parent companies, licensees and other persons or entities, in connection with 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 other persons or entities, 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, its officers, directors, employees, agents, volunteers, successors, assigns, affiliates, parent companies, licensees and other persons or entities, 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 become 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 sweating 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 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 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 as 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 who might make a claim on my behalf, hereby waive, release, and discharge VEX, its Committee members and their families, respective employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent action or omission of VEX or their respective agents, employees, and/or volunteers, or otherwise related to my participation and promise no claim, suit, action, demand, or damages of any kind or nature whatsoever, foreseen or unforeseen, known or unknown, against VEX, its 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 its officers, directors, employees, agents, volunteers, successors, assigns, affiliates, parent companies, licensees and other persons or entities 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 provision of this Agreement 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 Release Form