**TITAN ROBOTICS**

**Waiver of Liability, Assumption of Risks, Release and Indemnity Agreement**

Name of Participant: DOB:

Street Address:

City, State, Zip:

**Emergency Contact**

Name:

Emergency Contact Number: Relationship:

**READ BEFORE SIGNING**

This is a binding legal document. The purpose of this document is to exempt, waive, and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death, or other claims that may result from my being a participant in the activities of Titan Robotics Club (TRC).

In consideration of being permitted to participate or volunteer in any way in the activities of TRC, defined below, and having voluntarily elected to participate or volunteer, I as Participant, defined below (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), covenant and agree as follows:

* 1. **RULES, TERMS, AND CONDITIONS OF PARTICIPATION.** I have read and understand the Rules, Terms, and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. TRC, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms, and Conditions of Participation.  
       
     I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Activity.  
       
     I understand that at this Activity, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.
  2. **APPRECIATION OF RISKS.** I comprehend and appreciate that there are foreseeable and unforeseeable inherent dangers and risks of harm involved in the activities of TRC. I acknowledge that the activities are physically and mentally intense. I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Activity. I fully understand and acknowledge that: (a) risks and dangers exist in my use of TRC equipment and my participation in TRC activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness, including, but not limited to, bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage and/or breach of contract, or any other damage or other ailments that could cause serious disability; (c) my participation in such activities and/or use of such equipment may also result in loss, damage, or destruction of my personal property; (d) all such risks and dangers may be caused by the negligence of the directors, employees, officers, volunteers or agents of TRC; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes, and that such risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of the equipment, I (and as parent(s) or guardian(s) of a participant who is a minor, if applicable) hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the directors, agents, officers, volunteers or employees of TRC, or by any other person. I further acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, or any maintenance, inspection, supervision or control of said equipment, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees.
  3. **RELEASE AND DISCHARGE.** I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable) herby release, discharge and hold harmless the Releasees from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric of any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage, and/or breach of contract or any other damage or other ailments that could cause serious disability, occasioned by, arising out of, or incidental to my participation in the Activities of TRC whether or not resulting from or caused by negligence by, of and/or in the part of Releasees.
  4. **INDEMNITY.** I shall defend, indemnify and save harmless Releasees from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my participation (or that of my minor participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).
  5. **SEVERABILITY.** I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and if any portion thereof is held invalid, it is agreed that balance shall, notwithstanding, continue in full force and effect.
  6. **BINDING ON SUCCESSORS.** This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any), and successors of the Participant and inures to the benefit of TRC and its successors and assigns.
  7. **DEFINITIONS.**
     1. **Releasees** are TRC, its directors, officers, volunteers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors and any person or entity making their facilities or equipment available for use in TRC Activities.
     2. **Participant** is the individual who is engaged in participating in or volunteering with respect to the activities of TRC identified by Participant’s NAME, ADDRESS, and TELEPHONE NUMBER as submitted at the beginning of this form. For any Participant who is under the age of eighteen years, Participant includes the Participant’s parents, guardian, or legal representatives.
     3. **Activity** is any program organized, sponsored, or operated by TRC, including, but not limited to, For Inspiration and Recognition of Technology (FIRST), workshops, and educational programs or the use of TRC facilities and equipment, including but not limited to, hand tools, power tools, machine tools, soldering tools, and robotic devices, whether owned by TRC or made available to TRC by a 3rd party.
  8. **SIGNATURES.** I HAVE READ AND DO VOLUNTARILY SIGN THE WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Participant’s Signature Date  
(if under 18 years old, Parent or guardian must also sign)

**PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)**

The undersigned parent/guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the Activity, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver of Liability, Assumption of Risks, Release and Indemnity set forth above. The undersigned parent/guardian further agrees to save and hold harmless and indemnify each of the Releasees from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of Parent or guardian Date