



**FIRST INDIANA ROBOTICS, INC.  
RELEASE AND INDEMNITY AGREEMENT**

**NOTE: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF YOUR RIGHTS.**

Participant Team No.

(If No Team Check Here)

Grade (only if a participant currently in the program)

Participant Name:

If Participant is under 18 years of age, Parent/Guardian Name: Robert Osborne

Participant Date of Birth (MM/DD/YYYY):

Gender:

Participant Address:

Participant City:

State:

Zip:

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

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

For and in consideration of the For Inspiration and Recognition of Science and Technology ("FIRST") and/or INDIANAFIRST, INC, (dba FIRST INDIANA ROBOTICS, INC.) (collectively, "FIN") allowing Participant to participate in any event organized by FIN (the "FIN Event(s)"), I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), hereby agree to and make the following contractual representations:

**Voluntary Participation:** I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), understand and confirm that participation in the FIN Event is wholly voluntary. "Participant" means any person participating, attending, coaching, judging, volunteering, mentoring, and/or involved, in any capacity, in any FIN Event.

**Assumption of Risk:** (a) I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), understand and acknowledge that there are risks associated with participation in FIN Events, including the potential for serious bodily injury, illness, death, or the loss of or damage to property including, without limitation, injury and illness resulting from building, lifting, and using electrical/mechanical robots and robot components; using tools; other participants; physical activities; COVID-19 (see below) and other infectious diseases; and other activities associated with participation in the Program. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that FIN does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants during their participation in the Program. I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), **HEREBY ASSUME ALL RISKS THAT ARE RELATED TO PARTICIPATION** in the FIN Event, whether known or unknown, foreseeable or unforeseeable, or patent or latent. I understand that these risks may be caused in whole or in part by the

Participant's own actions or inactions, the actions or inactions of other participants, or the negligence of FIN, or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties. I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), **HEREBY ASSUME FULL RESPONSIBILITY FOR SUCH RISKS AND FOR ANY LIABILITY, INJURY, ILLNESS, LOSS, OR DAMAGE** related to participation in the FIN Event.

(b) COVID-19. I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), understand and acknowledge that participation in FIN Events presents certain risks and dangers, both serious and minor, arising from being exposed to the COVID-19 virus. COVID-19 is a disease caused by the virus SARS-CoV-2, declared by the World Health Organization to be a global pandemic. I, as Participant (or the Parent/Guardian of a Participant under 18 years of age), understand that COVID-19 is considered highly contagious and is primarily spread from person-to-person, including by asymptomatic persons. COVID-19 is more likely to spread when people are in close proximity to one another. I, as Participant (or the Parent/Guardian of a Participant under 18 years of age), understands that, while participating in a FIN Event, Participant will be in close proximity to other persons, some of whom may be infected by, and able to spread, COVID-19.

I, as Participant (or Parent/Guardian of a Participant under 18 years of age), understand and acknowledge that, given the unknown nature of COVID-19, it is not possible to fully list each and every risk of contracting COVID-19. Nevertheless, some of the generally understood risks include health consequences, personal injury, illness, permanent disability and even death, and may include coughing, shortness of breath, difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, loss of taste or smell, pain or pressure in the chest, confusion, upper respiratory distress syndrome, pediatric multisystem inflammatory syndrome, and other symptoms and risks ("COVID-19 Exposure").

I, as Participant (or the Parent/Guardian of a Participant under 18 years of age) understand and appreciate that COVID-19 risks are inherent in participating in a FIN Event and I, as Participant (or the Parent/Guardian of a Participant under 18 years of age) may contract COVID-19 as a result of participating in a FIN Event. I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), understand and confirm that participation in the FIN Event is wholly voluntary and Participant and Parent/Guardian of Participant if Participant under 18 years of age, **HEREBY ASSUME THE RISK OF ANY AND ALL COVID-19 EXPOSURE**. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands and agrees that the waiver and release of the right to make injury claims stated below waives and releases the right to make any and all claims whatsoever related to COVID-19 Exposure and any and all claims for any resulting injury, disability, or illness up to and including death.

**COVID-19 Symptom-Free Participation:** I, as Participant (or the Parent/Guardian of a Participant under 18 years of age), agrees not to participate in-person in a FIN Event if Participant or any individual residing in the same home as Participant has had any symptoms of COVID-19 during the 14 days preceding the date of participation. I, as Participant (or the Parent/Guardian of a Participant under 18 years of age), agrees to comply with any COVID-19 screening or exposure control practices which may be adopted by FIN when participating in a FIN Event and will also comply with any COVID-19 requirements of the state or local jurisdiction in which the Participant is participating.

**Release and Waiver:** I, as Participant (or 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 FIN and its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties from all liability, loss, disease of any kind, or damage, including without limitation, COVID-19 as described above, or other damages that may occur as a result of the Participant's participation in the Program, including without limitation, any injuries, diseases, or other damages, that may be caused by negligence of FIN or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties (including without limitation, negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc.), AND HEREBY WAIVE all claims for any injury, illness, disease of any**

**kind, loss, and/or damage, including, but not limited to, attorneys' fees, related to participation in the FIN Event, whether or not the claim is caused in whole or in part by the negligence of the FIN or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties. This Agreement shall be binding upon me and my heirs, personal representatives, and assigns.**

Should I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), or anyone on Participant's behalf, assert a claim in contravention of this Agreement, I shall be liable for all expenses, including court costs and attorneys' fees, incurred by both myself and FIN, or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties.

**Indemnity:** I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FIN, AND ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, ACTIVITY COORDINATORS, SUCCESSORS, ASSIGNS, AND RELATED PARTIES from any and all third-party claims, losses, or demands of any kind which may relate to Participant's participation in the FIN Event, including claims, losses, or demands **caused in whole or in part by the negligence of FIN** or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties. This Agreement shall be binding upon me and my heirs, personal representatives, and assigns.

**Authorization to Reproduce Physical Likeness:** I acknowledge that FIN 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 FIN who might photograph or videotape the event. As a matter of practice, FIN asks Commercial Guests to comply with the FIN policy of not printing a Participant's full name with their picture, and FIN asks them not to use images of Participants for commercial purposes without obtaining specific written permission from the Participant (or Parent/Guardian of Participant under 18 years of age).

In consideration of being allowed to participate in one or more FIN Event, Participant (and Parent/Guardian of Participant if Participant under 18 years of age) hereby grants to FIN the following: (1) consent to photograph, videotape, or otherwise digitally collect Participant's likeness, voice and sounds (as "Works") during Participant's presence at the FIN Event(s); and (2) consent to use or sublicense these Works and Participant's name, likeness and biography, in FIN's discretion, in all media, for the promotion of FIN and its mission, program and events gratis, without any cost, fee, or limitation. Participant (and Parent/Guardian of Participant if Participant under 18 years of age) hereby assigns and grants all consent in these Works to FIN.

**Confidentiality:** I, as Participant (or Parent/Guardian of Participant under 18 years of age), hereby grant to FIN consent to use the personal contact information provided here to support and promote FIN, and its research, program evaluation, alumni efforts and/or other outreach activities.

**Consent to Medical Treatment:** I authorize FIN or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties to provide Participant customary medical assistance, transportation, and emergency medical services. This consent does not impose any duty or obligation on FIN or its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties to provide any such assistance, transportation, or service.

**Severability:** Each term and provision of this Agreement shall be valid and enforced separately to the fullest extent permitted by law.

**Applicable Law:** This Agreement shall be governed, construed, and enforced in accordance with Indiana law, and any lawsuit must be brought in Marion County, Indiana.

**Safety Rules:** I acknowledge and understand that Participants are required to abide by all safety rules and instructions at the FIN Event. I, as Participant (and Parent/Guardian of Participant if Participant under 18

years of age), agree that Participant will abide by all safety rules and instructions or will be subject to removal from the FIN Event at the discretion of FIN, without any refund for the FIN Event.

**Permission:** Any Participant under 18 years of age must have a Parent/Guardian sign this Agreement. If Participant is under 18 years of age, I, as Parent/Guardian of Participant, in consideration for the Participant being allowed to participate in the FIN Event, and as Parent/Guardian of the Participant, verify that I fully understand, agree to, and accept all of the provisions of this Agreement and give my permission for Participant to participate in the FIN Event.

**THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE COMPLETELY READ AND FULLY UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT SIGNING THIS AGREEMENT GIVES UP SUBSTANTIAL RIGHTS. I AM SIGNING THIS AGREEMENT VOLUNTARILY AND ABSENT ANY PROMISE, THREAT, OR COERCION.**

Participant Signature:

Date:

**If Participant is under 18 years of age, Parent/Guardian must sign below:**

Parent/Guardian Signature:

Date:

Parent/Guardian Name:

Date:

Home Telephone:

Cell Telephone:

Email Address: