

**INDIANAFIRST
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: _____

Participant Date of Birth (MM/DD/YYYY) _____ Gender: (M) ____ (F)____ (Prefer not to answer)____

Participant Address: _____ 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 United States Foundation for the Inspiration and Recognition of Science and Technology (“FIRST”) and/or IndianaFIRST (collectively, “IndianaFIRST”) allowing Participant to participate in any event organized by IndianaFIRST (the “IndianaFIRST 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 IndianaFIRST Event is wholly voluntary. “Participant” means any person participating, attending, coaching, judging, volunteering, mentoring, and/or involved, in any capacity, in any IndianaFIRST Event.

Assumption of Risk: 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 IndianaFIRST Events, including the potential for serious bodily injury, death, or the loss of or damage to property. 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 IndianaFIRST 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 IndianaFIRST, 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, LOSS, OR DAMAGE** related to participation in the IndianaFIRST Event.

Release and Waiver: I, as Participant (and Parent/Guardian of Participant if Participant under 18 years of age), **HEREBY RELEASE INDIANAFIRST** and its respective directors, officers, officials, employees, agents, volunteers, activity coordinators, successors, assigns, or related parties from all liability, loss, or damage, **AND HEREBY WAIVE** all claims for any injury, loss, and/or damage, including, but not limited to, attorneys’ fees, related to participation in the IndianaFIRST Event, **whether or not the claim is caused in whole or in part by the negligence of the IndianaFIRST** 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 IndianaFIRST, 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 INDIANAFIRST, 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 IndianaFIRST Event, including claims, losses, or demands **caused in whole or in part by the negligence of IndianaFIRST** 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 IndianaFIRST 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

IndianaFIRST who might photograph or videotape the event. As a matter of practice, IndianaFIRST asks Commercial Guests to comply with the IndianaFIRST policy of not printing a Participant's name with his/her picture, and IndianaFIRST 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 IndianaFIRST Event, Participant (and Parent/Guardian of Participant if Participant under 18 years of age) hereby grants to IndianaFIRST the following: (1) the right to photograph, videotape, or otherwise digitally collect Participant's likeness, voice and sounds (as "Works") during Participant's presence at the IndianaFIRST Event(s); and (2) the right to use or sublicense these Works and Participant's name, likeness and biography, in IndianaFIRST's discretion, in all media, for the promotion of IndianaFIRST 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 rights in these Works to IndianaFIRST.

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

Consent to Medical Treatment: I authorize IndianaFIRST 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 IndianaFIRST 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 IndianaFIRST 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 IndianaFIRST Event at IndianaFIRST's discretion, without any refund for the IndianaFIRST 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 IndianaFIRST 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 IndianaFIRST 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: _____