



CONSENT TO PARTICIPATE AND RELEASE AGREEMENT

PARTICIPANT INFORMATION

Participant Name: _____

Team Number: _____ (N/A if no team)

Participant Address: _____

Participant Email: _____

For Participants under Age 18:

Participant Birth Date: _____ (MM/DD/YY)

Parent/Guardian Name: _____

Parent/Guardian Email: _____

The Participant identified above (“Participant”) desires to participate (as a team member, coach, mentor, judge, or in some other manner) in the *FIRST*[®] Robotics Competition, *FIRST*[®] Tech Challenge, *FIRST*[®] LEGO[®] League or other *FIRST* program (the “Programs”) in North Carolina. As a condition of allowing Participant to participate in a Program, *FIRST* North Carolina requires that the Participant (by his or her Parent/Guardian if under 18 years of age) agree to the terms of this Consent and Release Agreement and to any attached addendums.

1. Assumption of Risk:

(a) Participant (or the Parent/Guardian of a Participant under 18 years of age) understands that participation in the Program may expose Participants to risks of injury and illness including, without limitation, injury and illness resulting from building, lifting, and using electrical/mechanical robots and robot components; using tools, other participants; physical activities; infectious diseases; and other activities associated with participation in the Program. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands that *FIRST* North Carolina does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants in the Program.

(b) Participant, if 18 years of age or older, acknowledges and agrees that he/she is primarily responsible for his/her safety. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees that the Parent/Guardian is primarily responsible for the Participant’s

safety and that the Parent/Guardian will monitor, as appropriate considering the age of the Participant and other factors, the Participant's participation in the Program.

2. Release of All Claims:

In consideration for *FIRST* North Carolina allowing the Participant to participate in a Program, Participant (and 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 *FIRST* North Carolina and (except as expressly provided below) all *FIRST* North Carolina directors, officers, employees, volunteers, and agents from any and all claims for any injury of any kind to the Participant (and the Parent/Guardian) or other damages that may occur as a result of the Participant's participation in the Program, including without limitation any injuries or other damages that may be caused by the negligence of *FIRST* North Carolina or negligence of any *FIRST* North Carolina director, officer, employee, volunteer, or agent (including without limitation negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc...), and agrees not to file any lawsuit or otherwise make any claim against *FIRST* North Carolina or any *FIRST* North Carolina director, officer, employee, volunteer, or agent for any such injury or other damages. The Participant (and the Parent/Guardian of a Participant under 18 years of age) does not hereby release any claims against any individual person who intentionally causes injury to the Participant.

3. Consent to Record and Ownership of Recordings:

Events related to the Programs may be recorded and streamed over the internet and uploaded to video-sharing services where they may be viewed both by other participants and the public. These recordings and streams may include photographs, video and audio recordings created by other participants or by third parties. In some circumstances, events may be conducted virtually (either entirely or in part), and the recordings and streams may consist largely of photographs, video and audio recordings provided by Program participants. In addition, during live events, separate photographs and video recordings may be made of participants in the Programs, including of Participant. The photographs, recordings and streams described by this paragraph are referred to below as "Event Recordings."

Event Recordings generally do not identify participants by name. However, if a Participant is nominated to receive an award, then Participant may be named in an Event Recording, and the Participant's team membership may be identified. In addition, Participant's association with a specific *First* team may be readily apparent from an Event Recording.

Portions of Event Recordings may be used by *First* North Carolina and its sponsors for promotional purposes and may be reproduced and distributed in print or on the internet, and may be streamed online or through the internet, either by themselves or as part of a larger work. In addition, *First* North Carolina may provide portions of Event Recordings to television stations, newspapers and other media entities for purposes of promoting the Programs, events, and *First* North Carolina generally.

Participant (or the Parent/Guardian of a Participant under 18 years of age) consents to being included in Event Recordings and to the use, transmission, public display and public performance

of Event Recordings as described by this Section. Neither Participant nor Participant’s parent or guardian shall have any right to review or approve any Event Recording.

4. Consent to Collect Personally Identifiable Information:

Participant (or the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) consents to the collection and processing of personally identifiable data, of the types and for the purposes expressed in the *FIRST* Privacy Policy and as described by this agreement. The *FIRST* Privacy Policy is available at <https://www.firstinspires.org/about/privacy-policy> or by requesting a copy by emailing Team Support at customerservice@firstinspires.org. Participant (or the Parent/Guardian of a Participant under 18 years of age) acknowledges they have read, understand, and affirmatively consent to the *FIRST* Privacy Policy. Participant (or the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) consents to the sharing of information between *FIRST* and *FIRST* North Carolina.

Participant (and the Parent/Guardian of a Participant under 18 years of age) has read this document and understands that this Consent and Release Agreement includes a waiver of the right to make injury claims that is intended to be legally binding. By signing below, Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to this Consent and Release Agreement.

Participant Signature (or Parent/Guardian if Participant is under 18)

Printed Name of person signing

Date

For aggregate data collection only – not to be shared at any time:

Participant's Gender: _____

Participant's Ethnicity/Race: _____

Participant on free/reduced school meal plan: yes___ no ___

COVID-19 ADDENDUM

ACCEPTANCE OF COVID-19 RISKS. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands and agrees that participation in the Program presents certain risks and dangers to Participant, 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. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands 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. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands that, while participating in a *FIRST* Program, Participant may be in close proximity to other persons, some of whom may be infected by, and able to spread, COVID-19.

Participant (or Parent/Guardian of a Participant under 18 years of age) understands and acknowledges that, given the unknown nature of COVID-19, it is not possible to list every risk of contracting COVID-19, but that COVID-19 may cause temporary or permanent disability and even death. Symptoms 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”).

Participant (or the Parent/Guardian of a Participant under 18 years of age) understands and appreciates that COVID-19 risks are inherent in participating in a Program and that Participant may contract COVID-19 as a result of participating in a Program. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that **Participant’s participation in a Program is voluntary** and Participant and the Parent/Guardian of a Participant under 18 years of age hereby **knowingly 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 described in the Agreement to which this Addendum is attached 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: Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that Participant will not participate in-person in a *FIRST* Program 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. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that Participant will comply with any COVID-19 screening or exposure control practices which may be adopted by *FIRST* when participating in a *FIRST* Program and will also comply with any COVID-19 requirements of the state or local jurisdiction in which the Participant is participating.