



Submit this form online to the FIRST Team Registration System or at the first MAR event you attend.

Mid-Atlantic Robotics, A NJ Non-Profit Corporation, d.b.a. FIRST Mid-Atlantic

Consent and Release Form – 2021-22 Season

Name _____ Team # _____

Date of Birth (M/D/Y) _____ Gender (circle)_(M)_(F) _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Complete for Minors Only

Parent/Legal Guardian Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

- 1. BACKGROUND. This is a Consent and Release of Rights ("Release") in favor of Mid-Atlantic Robotics and its officers, directors, employees, successors, assigns, volunteers and entities ("MAR") who are working at the authorization or direction of MAR with respect to participation in events and programs officially offered by United States Foundation for the Inspiration and Recognition of Science and Technology ("FIRST") and/or MAR, whether organized by FIRST, MAR, or by both - (collectively the "FIRST Event(s)"). "Participant" means any person, under the age of eighteen (18) years of age, participating, attending, and/or involved, in any capacity, in a FIRST Event.
2. AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS. I understand that photographs videotapes, live broadcasts, and other electronic recordings will be made of FIRST Events, which may include Participant and Participant's likeness, voice, and/or sounds (collectively "Recordings"). Such recordings may be streamed online and/or uploaded to video-sharing services where they may be viewed by other participants and the public. Participant (and the Parents/Guardian of a Participant under 18 years of age) expressly consents to those Recordings and the use, transmission, public display, and public performance thereof (i) as part of a record of the FIRST Event and (ii) to publicly promote MAR and FIRST Events in the sole discretion of MAR. I understand that MAR is the sole and exclusive owner of all rights, title and interest in the Recordings including all copyrights and other intellectual property rights. I acknowledge that FIRST Events are semi-public events that may be attended by the members of the press, business corporations, media, and/or other third-parties ("Commercial Guests") not under the control of MAR who might photograph or videotape the event. As a matter of practice, MAR asks Commercial Guests to comply with the FIRST and MAR policy of not printing a Participant's name with his/her picture, and MAR asks them not to use images of Participants for commercial purposes without obtaining specific written permission from the Participant's parent/guardian, however I agree not to hold MAR liable for publications made by Commercial Guests or other third-parties
3. 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 Participant to risks of bodily harm, illness, and death (including, but not limited to, injury and illness resulting from building, lifting, and using electrical/mechanical robots and robot components; using tools; interaction with other participants; physical activities; COVID-19 (see below) and other infectious diseases), and property damage or loss. Being fully cognizant of the risks of participating in a FIRST Event, Participant (or the Parent/Guardian of Participant under 18 years of age), hereby assume those risks. Participant (and the Parent/Guardian of a Participant under 18 years of age) further understands that MAR does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants during their participation in the Program. 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 actors, the Participant's participation in the program.

(b) COVID-19. Participant (or 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 will 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 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").

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 *FIRST* Program and that Participant may contract COVID-19 as a result of participating in a *FIRST* Program. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that **Participant's participation in a *FIRST* 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 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.

4. **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.
5. **WAIVER AND RELEASE OF ANY FUTURE CLAIMS.** Except to the extent due to the gross negligence or willful misconduct of MAR, and to the fullest extent permitted by applicable laws, in consideration of Participant being allowed by MAR to participate in the *FIRST* Events, **I HEREBY WAIVE AND RELEASE ANY CLAIMS OR CAUSES OF ACTION that I or the Participant may now or hereafter have against MAR arising in connection with or relating to my participation in any *FIRST* Event or arising from unofficial MAR programs and events offered by others. I hold MAR harmless against any and all claims resulting from such participation, including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever.**
6. **RELEASE OF ALL CLAIMS:** In consideration for *FIRST* allowing the Participant to participate in a Program, 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 MAR and (except as expressly provided below) all MAR directors, officers, employees, volunteers, and agents from any and all claims for any accident, illness, injury, disease of any kind, loss or damage to personal property of/to the Participant (and the Parent/Guardian), *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 MAR or negligence of any MAR 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 MAR or any MAR director, officer, employee, volunteer, or agent for any such accident, illness, injury, disease, or other damage. 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.
7. **INDEMNIFICATION.** Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to indemnify MAR from and against any and all claims, suits, actions, causes of action including, but not limited to, claims of negligence, and any other liabilities, including attorneys' fees by any person arising out of, or resulting directly or indirectly from the Participant's participation in any *FIRST* Event, including, but not limited to, damage to personal property caused by Participant or injury of any person caused by Participant.
8. **AUTHORIZATION FOR MEDICAL TREATMENT.** In the event Participant should sustain injuries or illness while involved in a *FIRST* Event, I hereby authorize MAR to arrange for emergency first aid, medications, and/or hospital treatment.
9. **CHOICE OF LAW.** This Release shall be binding upon my, and Participant's, heirs, personal representatives and assigns, and shall be governed by and construed under the laws of the State of New Jersey, which shall be the venue for any legal action. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all such previous agreements among the parties, whether written or oral.
10. **CONFIDENTIALITY.** Participant (or the Parent/Guardian of Participant under 18 years of age) consents to the collection and processing of personally identifiable data, of the types and for the purposes expressed in the *FIRST* Privacy Policy available at www.firstinspires.org/about/privacy-policy. I acknowledge I have read, understand and consent to the Privacy Policy. MAR strongly believes in the confidentiality of all contact information. MAR promises that it will not rent or sell this contact information. However, I hereby grant to MAR the right to use the personal contact information provided here to support and promote MAR, and its research, program evaluation, alumni efforts and/or other outreach activities.

Participant (or the Parent/Guardian of a Participant under 18 years of age) has read this Consent and Release Agreement and understands that it includes a waiver of rights and is intended to be legally binding. By signing below, Participant (and/or the Parent/Guardian of a Participant under 18 years of age) consents and agrees to the terms of this Agreement.

Signature _____ Date _____

**Complete for
Minors Only**

10. **SIGNATURE OF PARENT/LEGAL GUARDIAN.**

Parent/Legal Guardian Signature _____ Date _____