



CONSENT AND RELEASE AGREEMENT

Participant Name:
Parent/Guardian Name for participants under age 18:
Date of Birth (MM/DD/YYYY for participants under age 18):
Participant Address:
Participant Email (or Parent/Guardian Email for participants under age 18):
Participant Team Number:

The Participant identified above ("Participant") desires to participate (as a team member, coach, mentor, judge, event volunteer or in some other manner) in the FIRST® Robotics Competition, FIRST® Tech Challenge, FIRST® LEGO® League, or another FIRST® program (the "Programs") operated by FIRST in Michigan. As a condition of allowing Participant to participate in a Program FIRST® in Michigan (FIM) 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.

1. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that participation in the Program will expose Participant to risks of injury and illnesses including, without limitation: building, lifting, and using electrical/mechanical robots and robot components; using tools; other participants; dancing and other associated activities; communicable diseases (including Covid-19); adverse weather conditions; transportation; medical care; substandard building construction or maintenance; civil unrest; terrorism; war; and negligent or criminal acts of third parties. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that FIM does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants 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 factors, the Participant's participation in the Program.

2. In consideration for FIM 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 FIM and (except as expressly provided below) all of FIM's 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, illnesses (including Covid-19) or other damages that may be caused by the negligence of FIM or negligence of any of FIM's directors, officers, employees, volunteers, or agents (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 FIM or any of FIM's directors, officers, employees, volunteers, or agents 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. 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 and in an indoor setting. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands that, while participating in the FIM Program, Participant will be in close proximity to other persons indoors, some of whom may be infected by, and able to spread, Covid-19.

4. 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. Participating in the FIM program could result in a Participant spreading Covid-19 to individuals who did not participate in the FIM program, and such transmission could occur without the Participant showing symptoms of the disease.

5. 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 the FIM Program and that Participant may contract Covid-19 as a result of participating in the FIM Program. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that Participant's participation in the FIM 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, including any subsequent transmissions from the Participant to an individual who did not participate in the FIM Program. 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 claims against FIM 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.

6. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that Participant will not participate in-person in a FIM 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 FIM when participating in the FIM Program and will also comply with any Covid-19 requirements of the state or local jurisdiction in which the Participant is participating.

7. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that photographs, videotapes, and other recordings will be made of participants in the Programs, including the Participant. Participant (and the Parent/Guardian of a Participant under 18 years of age) consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Program and (ii) to promote FIM and the Programs.

8. Participant (and the Parent /Guardian of a Participant under 18 years of age) understands the consent hereby given extends to any and all sponsors of the Programs and such sponsors may use such photographs, videotapes and other recordings for their own respective advertising, publicity, commercial or other business purposes in all markets.

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 or illness 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.

Signature (of Participant if 18 years of age or older or Parent/Guardian if Participant under 18)

Printed name of person signing Date