



CONSENT AND RELEASE AGREEMENT

Participant Name: _____

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

Participant Date of Birth if under 18 years of age (MM/DD/YYYY): _____

Participant Address: _____

City: _____ Province: _____ Postal: _____

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

Participant Team Number: _____

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 another *FIRST* program (the "Programs"). As a condition of allowing Participant to participate in a Program, *FIRST* Robotics Canada 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. (A) Participant (and the Parent/Guardian of a Participant under 18 years of age) understands and acknowledges that while particular rules, equipment and personal discipline may reduce the risks outlined below, participation in the Program will expose Participant 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; dancing, physical activities; COVID-19* (see below) and other infectious diseases; and other associated activities. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that *FIRST* Robotics Canada 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.

(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.

2. 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.

3. In consideration for *FIRST* Robotics Canada 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 risk of such participation and hereby releases, waives and holds harmless *FIRST* Robotics Canada and all of *FIRST* Robotics Canada's directors, officers, employees, volunteers, and agents from any and all claims with respect to any and all accident, illness, injury, disease of any kind of/to the Participant (and the Parent/Guardian), including without limitation, COVID-19 as described above disability, death or loss or other damages to person or property that may occur as a result of the Participant's participation in the Program unless such injury to the Participant (and the Parent/Guardian), disability, death or loss, or other damages to person or property arise from the, negligence or willful act of *FIRST* Robotics Canada or *FIRST* Robotics Canada's directors, officers, employees, volunteers, agents or any person for whom *FIRST* Robotics Canada is in law responsible.

4. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that live broadcasts, photographs, videotapes, and other recordings may be made of participants in the Programs, including the Participant, by *FIRST* Robotics Canada and other organizations not under the control or direction of *FIRST* Robotics Canada. Participant (and the Parent/Guardian of a Participant under 18 years of age) consents to those broadcasts, photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Program and (ii) to promote *FIRST* and the Programs. If Participant (and the Parent/Guardian of Participant under 18 years of age) does not consent or to be photographed, videotaped and/or recorded (i) as part of a record of the Program and (ii) to promote *FIRST* and the Programs, please notify *FIRST* Robotics Canada by email at info@firstroboticscanada.org at least seventy-two (72) hours prior to attendance or participation at a *FIRST* Robotics Canada event.

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.

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

Printed Name of Person Signing

Date