



CONSENT, RELEASE, AND INDEMNITY AGREEMENT

The FOUNDATION FOR INSPIRATION & RECOGNITION SCIENCE & TECHNOLOGY IN TEXAS, INC. herein referred to as “FIRST® in Texas” is a 501(c)(3) charitable organization at 2186 Jackson Keller Rd Ste 2132, San Antonio, Texas 78213. FIRST® in Texas supports FIRST® robotics teams, conducts science and technology activities and events across Texas, with a focus on increasing accessibility for low-income and underrepresented students. FIRST® students are significantly more likely to attend college, major in science or engineering, and be outstanding future employees and citizens.

DEFINITIONS

Activity means any program, qualifier, tournament, meet, competition, scrimmage, demonstration, or event directly or indirectly related to the activities of FIRST® in Texas.

Participate or Participation means to directly or indirectly observe, volunteer, compete, or engage in any Activity sponsored by or related to FIRST® in Texas.

Releasee means FIRST® in Texas, and its directors, officers, employees, agents, attorneys, volunteers, related entities, successors, and assigns.

Releasor means the Participant or Guardian identified below, including all heirs, executors, administrators, assigns, beneficiaries, and personal representatives. In the event the Participant is under 18 years of age, Releasor shall include the Participant and Guardian, including all Guardian’s minor children under 18 years of age. This term includes (“me” and “I”).

Consideration means the permission for Releasor to Participate at a FIRST® in Texas Activity in exchange for this CONSENT, RELEASE, AND INDEMNITY AGREEMENT signed on behalf of Releasor.

ASSUMPTION OF RISK. I acknowledge that my Participation in a FIRST® in Texas Activity entails known and unanticipated risks, which may include risks arising from the use of hand tools or power tools, working with various commercial materials, conditions related to travel, and risks arising from conditions at the Activity location(s). These risks could result in physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, property damage, paralysis, and death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY, AND I ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, ARISING FROM MY PARTICIPATION IN THE ACTIVITY.

I further acknowledge that attendance at public events may carry with it the risk of serious injury, exposure to communicable disease, and property loss. I agree to abide by the FIRST® in Texas Safety Guidelines, which are available at <http://FIRSTinTexas.org/safety>.

WAIVER AND RELEASE. In Consideration for my Participation at a FIRST® in Texas Activity, I hereby willingly, knowingly, and voluntarily accept and enter this waiver and release agreement on behalf of myself and/or my minor child, who is an express third-party beneficiary of this agreement. I further acknowledge that Releasees are not responsible for errors, omissions, acts, or failure to act, of any party or entity conducting a specific event or Activity on behalf of Releasees.

I RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE FIRST® IN TEXAS FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTIONS, AND DEMANDS OF ANY KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE NOW OR IN THE FUTURE IN CONNECTION WITH RELEASOR’S PARTICIPATION IN THE ACTIVITY. I UNDERSTAND AND AGREE THAT THIS RELEASE DISCHARGES FIRST® IN TEXAS FROM ANY LIABILITY OR CLAIM THAT RELEASOR MAY HAVE AGAINST FIRST® IN TEXAS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE OR GROSS NEGLIGENCE SEEKING DAMAGES FOR PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM RELEASOR’S PARTICIPATION IN THE ACTIVITY, HOWSOEVER ARISING OR CAUSED, INCLUDING THE ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OF FIRST® IN TEXAS.

INDEMNIFICATION. In Consideration for my Participation at a *FIRST®* in Texas Activity, I hereby willingly, knowingly, and voluntarily accept and enter this indemnity agreement on behalf of myself and/or my minor child, who is an express third-party beneficiary of this agreement.

I AGREE TO INDEMNIFY *FIRST®* IN TEXAS (THAT IS, DEFEND AND PAY ANY JUDGMENT AND COSTS, INCLUDING INVESTIGATION COSTS, ATTORNEY'S FEES AND RELATED EXPENSES) FROM ANY AND ALL CLAIMS, LAWSUITS, OR CAUSES OF ACTION ARISING FROM OR RELATED TO RELEASOR'S PARTICIPATION AT A *FIRST®* IN TEXAS ACTIVITY. THIS INDEMNITY APPLIES TO ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO, CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM RELEASOR'S PARTICIPATION IN THE ACTIVITY, HOWSOEVER ARISING OR CAUSED, INCLUDING THE ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OF *FIRST®* IN TEXAS.

MEDIA RELEASE. Releasor further grants and authorizes *FIRST®* in Texas the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken by *FIRST®* in Texas, its contractors, volunteers, sponsors or agents, to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely unless I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of *FIRST®* in Texas and will not be returned.

EMERGENCY MEDICAL AUTHORIZATION. In the event that I require medical care or treatment, I authorize *FIRST®* in Texas to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that all Participants should carry health insurance.

MEDIATION AND ARBITRATION. Releasor expressly waives any right to a trial by judge or jury that may exist with regard to any claim or liability related to Releasor(s)' participation in the Activity of *FIRST®* in Texas. In the event any dispute arises, Releasor agrees to engage in good faith efforts to mediate the dispute. Any agreement reached will be formalized by a written contractual agreement at that time.

RELEASOR AGREES THAT ALL CONTROVERSIES OR CLAIMS AGAINST *FIRST®* IN TEXAS SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C., SECTION 1), INCLUDING ANY AMENDMENTS TO THAT ACT WHICH ARE SUBSEQUENTLY ADOPTED. ARBITRATION SHALL BE BEFORE THE AMERICAN ARBITRATION ASSOCIATION. REFERENCES TO TEXAS LAW MADE HEREIN SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS UNDER THE FEDERAL ARBITRATION ACT OR ANY RIGHTS TO HAVE SUCH DISPUTE RESOLUTION PROVISIONS GOVERNED, INTERPRETED, AND ENFORCED UNDER THE FEDERAL ARBITRATION ACT.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Releasor and Releasees agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, and it will be interpreted based on the language in accordance with the purposes for which it is entered.

This agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement with *FIRST®* in Texas and cannot be modified or changed in any way by representations or statements by any agent, employee, or volunteer of *FIRST®* in Texas.

I further expressly agree that the foregoing CONSENT, RELEASE, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive, is governed by the laws of the State of Texas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I also understand that if legal action or demand for arbitration is brought, venue for such action, as appropriate, shall lie in BEXAR County, Texas and that only the substantive laws of the State of Texas shall apply.

