

# **FIRST IN MICHIGAN (FIM)**

## **CONSENT TO PARTICIPATE AND RELEASE AGREEMENT**

The Participant identified below (“Participant”) desires to participate (as a team member, coach, mentor, judge, volunteer, trainee, or in some other manner) in the *FIRST*® Robotics Competition, *FIRST*® Tech Challenge, *FIRST*® LEGO® League, *FIRST*® Professional Development, or another *FIRST*® program (a “Program” or together the “Programs”) through *FIRST* in Michigan (“*FIM*”). For detailed information about *FIRST*’s Programs and *FIRST*’s Youth Protection Program, visit [www.firstinspires.org](http://www.firstinspires.org). For detailed information about *FIRST* in Michigan, visit [www.firstinmichigan.org](http://www.firstinmichigan.org).

In consideration of and as a condition of allowing Participant to participate in a Program, *FIRST* in Michigan (hereafter referred to as “*FIM*”) requires that the Participant agree to the terms of this Consent to Participate and Release Agreement (the “Agreement”). Participant understands that participation in the Programs is voluntary. Intending to be legally bound, Participant (or his/her parents or legal guardians, if Participant is under age 18) knowingly and voluntarily executes this Agreement on behalf of him/herself and their personal representatives, heirs, and next of kin. References to “Participant” in this Agreement include the Participant’s parents or legal guardians if the Participant is under age 18, unless otherwise noted.

### **1. Assumption of Risk:**

(a) Participant understands that participation in the Program may 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; physical activities; COVID-19 (see below) and other infectious diseases; and other activities associated with participation in the Program. Participant understands that *FIM* 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 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.

Participant acknowledges that an event held outside of the normal *FIRST* competition season (“off-season event”) or an event held during the competition season that is not hosted by *FIRST* in Michigan (such as a scrimmage hosted by a team) is not a “*FIM* event”, unless *FIM* explicitly designates it as a “*FIM* event.” Therefore, Participant agrees not to hold *FIM* responsible and agrees to hold *FIM* harmless for any injuries or damages sustained while attending an off-season event or in-season event not hosted officially by *FIM*.

(b) COVID-19. Participant 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 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 understands that, while participating in a Program, Participant will be in close proximity to other persons, some of whom may be infected by, and able to spread, COVID-19.

Participant 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 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 agrees that Participant knowingly assumes the risk of any and all COVID-19 Exposure. Participant understands and agrees that this Agreement 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 agrees that Participant will not participate in person in a 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 or has tested positive for COVID-19 and has not yet fully recovered, as determined by the Participant’s treating physician. This requirement applies regardless of the vaccine status of Participant unless and until guidance is updated by public health authorities regarding the transmissibility of COVID-19 by individuals who have been fully vaccinated. Participant will comply with any COVID-19 screening or exposure control practices which may be adopted by *FIM* when participating in a Program and will also comply with any COVID-19 requirements of the State of Michigan or any local jurisdiction in which the Program is located.

## **3. Release of All Claims:**

In consideration for Participant’s voluntary participation in the Programs, 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 *FIM* and its directors, officers, employees, other participants, and agents (“*FIM* Releasees”) from any and all claims, suits, liabilities, actions, and causes of action, including but not limited to claims of negligence on the part of the *FIM* Releasees, which Participant, or his/her legal heirs, representatives, successors, conservators and assigns may have, now or in the future, which arise directly or indirectly from the Participant’s participation in the Program. This release covers any property or personal loss or damage or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence or intentional wrongdoing) of the *FIM* Releasees.

## **4. Indemnification:**

Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to indemnify *FIM* Releasees 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 Programs, including, but not limited to, damage to personal property caused by the Participant or injury of any person caused by the Participant.

## **5. Covenant Not to Sue:**

Participant agrees that he/she shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the *FIM* Releasees arising out of the Participant’s participation in any Programs.

## **6. Consent to Record and Collect Personally Identifiable Information, and Ownership of Recordings:**

(a) Participant understands that live broadcasts, photographs, videotapes, and other recordings (collectively the "Recordings") may be made of participants in the Programs, including the Participant. Participant 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 publicly promote *FIM* and the Programs. 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.

(b) Participant understands that *FIM* is the sole and exclusive owner of all right, title and interest in the Recordings including all copyrights and other intellectual property rights and that the Participant will not have any right to review and approve any such Recording before it is used or disclosed.

(c) 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 *FIM* Privacy Policy. The *FIM* Privacy Policy is available at [www.firstinmichigan.org](http://www.firstinmichigan.org). Participant acknowledges they have read, understand, and affirmatively consent to the *FIM* Privacy Policy.

## **7. Entire Agreement/No Waiver:**

This Agreement represents the entire agreement between the parties with regard to the matters herein and supersedes any other agreement or understandings, whether written or oral, and cannot be changed unless agreed upon and signed by an authorized representative of *FIM* in writing. Any waiver of any obligation of either party to the Agreement by the other party shall not be construed to be a waiver of any other obligations or the same obligation on a future occasion.

## **8. Severability and Counterparts:**

The terms of this Agreement are independent of each other. If a term in the Agreement is deemed unenforceable by a court, the remaining terms shall remain in full force and effect. Multiple copies of this Agreement may be signed, all of which constitute one and the same agreement.

## **9. Jurisdiction:**

Participant acknowledges and agrees that this Agreement is entered into in the State of Michigan, that its validity, effect, and operation shall be determined according to the laws of Michigan (but not its conflict of laws rules), and Participant agrees to submit to the jurisdiction of the state and federal courts located in Michigan. Participant (and Participants parents or guardians, if Participant under age 18) waives the right to a trial by jury in any civil action. By signing below, Participant understand that *FIM* may bring a civil action to enforce Participant's obligation. In such an event, Participant agrees that he/she shall be liable for and shall pay to *FIM* its costs, including, but not limited to, attorneys' fees, in bringing and prosecuting the enforcement action, in addition to any other amounts that Participant may owe to *FIM* by way of judgment, settlement, or otherwise.

Participant has read this Agreement and understands that it includes a release and waiver of the right to make any injury or damage claims (as described above) and that it is intended to be legally binding.

By signing below, Participant (or the Parent/Guardian of a Participant under 18 years of age) acknowledges that they have read, understand, and agree to this Consent to Participate and Release Agreement.

Electronic Signature: By signing this Agreement, Participant acknowledges and agrees that his/her electronic signature has the same legal effect and validity as his/her written signature, and that this Agreement is valid and will be given the same legal effect as a written and signed agreement. Participant further acknowledges and agrees that no certification authority or other third party verification is necessary to validate his/her electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of his/her electronic signature of this binding Agreement. Participant's consent to the electronic signature applies only to this Agreement and does not apply to any separate transactions or communications with *FIM*. Participant may request a paper copy of the completed and binding Agreement.

Participant Name Printed: \_\_\_\_\_

Signature of Participant (if 18 years or older): \_\_\_\_\_

If Participant is under 18 years of age: \_\_\_\_\_

Parent/Guardian Name Printed: \_\_\_\_\_

Signature(s) of Parent/Guardian: \_\_\_\_\_

Participant Date of Birth if under 18 years of age: [MM/DD/YYYY]: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Participant Email (or Parent/Guardian Email if Participant under 18 years of age):  
\_\_\_\_\_

Participant Program: (Place an "X" next to all that apply)

\_\_\_ *FIRST* Robotics Competition (FRC)

\_\_\_ *FIRST* Tech Challenge (FTC)

\_\_\_ *FIRST* LEGO League Challenge (FLLC)

\_\_\_ *FIRST* LEGO League Explore (FLLE)

\_\_\_ *FIRST* LEGO League Discover (FLLD)

Participant Team Number (Incl program for multiple teams: ex., FLLC111):  
\_\_\_\_\_

Date: \_\_\_\_\_

# **FIRST IN MICHIGAN (FIM) PRIVACY POLICY AND USER AGREEMENT**

See also: [Legal Notices](#)

**Last Review and Update: May 27, 2021**

*FIRST in Michigan* (“*FIM*”) takes your privacy seriously. As a nonprofit and a mission-driven youth-serving organization, we are compelled to understand who we are serving, how our programs are performing, and make improvements so that we can achieve our goals of making *FIM* accessible to any youth who wants to be part of the fun, exciting and life-changing experience. Thus, we need to collect certain pieces of data from you to ensure we are meeting our goals and responsibilities as a youth-serving nonprofit organization.

This *FIM* Privacy Policy describes how *FIRST in Michigan* (“*FIM*,” “our,” “we,” “us,”) collects and processes personal data that users (“user,” “your,” or “you”) provide to us at any of our web sites where this Policy is posted (the “Sites”). This Privacy Policy also applies to personal data which *FIM* obtains by other means, as described below.

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## **Treatment of Data for Minor Youth**

We are a 501(c)(3) nonprofit organization and are exempt from compliance with the United States Children’s Online Privacy Protection Act (“COPPA”). Nevertheless, we choose to protect the privacy of children under the age of 13, residing outside of the European Union, within the spirit of COPPA.

If we learn that we have personal data obtained directly from a child under 13 we will delete that data as soon as possible.

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## **1. Agreement to the Policy**

By accessing or using any of our Sites, you agree to be bound by all of the Sites’ terms and conditions including this Privacy Policy. If you do not agree to any of the Sites’ terms and conditions or this Privacy Policy, please do not access or use any of our Sites in order to avoid inadvertent data collection. In the event you believe data was collected without your consent please see article 18 for instructions on how to contact us.

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## **2. What personal data does *FIM* Collect:**

In the instances and for the reasons outlined in section 4, *FIM* may from time to time collect the following personal data categories:

Name, mailing address, email address, phone number, date of birth, gender, race, ethnicity, employer, your affiliations with the *FIM* Program and teams that participate in *FIM*, *FIRST* Strategic Alliances, *FIRST* Alumni status, *FIRST* program history, secondary or emergency contacts, credit card information, and your Internet Protocol (“IP”) address. For youth participants, we may also collect data on free or reduced lunch eligibility, grade in school, graduation date, school name, and for certain awards, grade point average.

### 3. How does *FIM* collect the data:

We may collect data when you provide it to us directly or indirectly through a third party and by “cookies” (as described in section 8, below). You may provide certain data to us when you: (a) register for any *FIM* or *FIRST* program or event; (b) apply for, or be nominated for, awards; (c) subscribe to our newsletter; (d) send e-mail messages; (e) submit forms; (f) transmit information by telephone or letter; (g) order products; (h) submit your credit card or other payment information; (i) access certain forms or request information on our Sites; (j) visit other points on the Sites that state that such information is being collected; (k) attend a *FIM* event or a *FIM* Program Delivery Partner activity; (l) apply for a grant through a third party vendor; (m) register for badging and housing for a *FIM* official event or through a third party vendor; (n) complete a *FIM* or *FIRST* Consent and Release form; (o) complete a survey or evaluation; and/or (p) make a donation to *FIM* or *FIRST*.

When you engage in certain activities on any of our Sites, we may ask you to provide data by filling out and submitting an online form. Depending upon the activity, some of the data may be mandatory and some may be voluntary. If you do not provide the mandatory data with respect to a particular activity, you may not be able to engage in that activity.

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### 4. How does *FIM* use the data:

By entering personal data into *FIM* Sites or providing it to *FIM* (directly or indirectly through third parties), you agree to allow *FIM* to collect and use the data for the following purposes:

a. **To register you as a *FIM* program participant or volunteer.**

b. **To manage events:** We and local *FIM* Program Delivery Partners use personal data to identify your region for program participation, event registration, badging, volunteer management and general event management. *FIM* and *FIRST* Volunteer Coordinators and Event Managers may use personal data to assign roles, communicate with volunteers, and manage events.

c. **To process and administer Program awards:** *FIM* may use your personal data to process and manage awards associated with the programs and events. Award applications may require personal information such as name and contact information and may be submitted by an individual or on behalf of an individual in the case of nominated awards (e.g., Woodie Flowers Award, Dean’s List Award).

d. **To comply with the *FIRST* Youth Protection Policies:** *FIRST*, rather than *FIRST* in Michigan, contracts with certified background screening agencies to conduct background screening on volunteers and staff. To conduct background screening, these agencies use your personal data and secure all data collected according to the process outlined on their privacy policy. *FIM* and/or *FIRST* may receive the last 4 digits of your social security number (if provided), name, and screening status and uses this data only to determine eligibility to volunteer in any role within *FIM* or *FIRST* and may keep this data in a secured file.

e. **To communicate with you as a participant in *FIM* programs:** *FIM* uses personal data to communicate with you about *FIM* program information and related opportunities.

f. **To process transactions:** *FIM* uses personal data to engage in interactions with you including to communicate with you about your registration status, payment of team registration, processing

of sponsorship information, newsletter subscriptions, event information and to process orders, registration fees or donations.

g. **To provide support or other services:** *FIM* uses personal data to provide you with support or other services that you have requested. We may use your data to respond directly to your requests for information including registering for newsletters, registering a *FIM* team, registering for trainings or webinars and other specific requests. We may pass your data along to the appropriate people to respond to your request.

h. **To improve our programs, products and services:** *FIM* uses data to evaluate and improve our programs, understand who we are serving, assess program impact, report aggregate/de-identified data, monitor growth, improve the delivery of *FIM* programs, improve our marketing and promotional efforts, improve our product and service-offerings, customize and improve our Sites' content, layout, and services, diagnose problems with our servers, software, and administer our Sites, often with the assistance of our vendors. *FIM* sometimes uses third parties to help implement, manage and evaluate programs and efforts, and may share personal data with those third parties only for the purposes outlined in this Policy.

i. **To improve quality and facilitate use of our Sites:** *FIM* may use your personal data, including the information gathered as a result of site navigation and electronic protocols and cookies, to help create and personalize website content, improve website quality, track marketing campaign responsiveness, evaluate page response rates, conduct usability testing, and facilitate your use of our Sites (for example, to facilitate navigation and the login process, enhance security, and preserve order information between sessions).

j. **To solicit donations for *FIM* or local organizations affiliated with *FIM*:** *FIM* may use your personal data, including name, email and mailing address to solicit donations to support the *FIM* mission.

k. **To assist with travel to *FIM* events:** *FIM* may provide assistance with travel arrangements to events, including to the *FIM* Championship or the *FIRST* Championship. Personal data including your name, gender, date of birth may be required to manage your travel arrangements to [events](#).

l. **For contractually required insurance purposes:** *FIM* is required to collect and share information including name, address, phone number, guardian/parent name, date of birth, and details about the nature of the injurious event and care provided with our insurance company if you are injured while participating in one of our Programs.

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## 5. How long does *FIM* retain data:

*FIM* will retain your data for as long as needed or permitted to fulfill the purposes and uses described in this Policy. When we no longer need your data, and there is no need to keep it to comply with our legal obligations or protect our legal rights, we will either delete it from our systems or depersonalize it so we can't identify you.

If you wish to understand how to request your personal data be deleted, please refer to article 12 for more information.

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## **6. How does *FIM* share data:**

*FIM* does not rent or sell data to others. We share personal data with local *FIM* Program Delivery Partners, vendors, services providers, and other third parties (collectively, “Service Providers”) who are acting on our behalf to help operate our Sites, handle communications, implement, manage or evaluate *FIM* programs and events, or complete transactions you request.

Except as otherwise provided in this Privacy Policy, *FIM* will keep your personal data private and will not share it with third parties, unless such disclosure is necessary to: (a) comply with the law or legal process served on us; (b) provide you the products, services and/or information that you may have requested; (c) protect our rights or property; (d) enforce our rights; (e) protect the interests of users of the Site or any other person; (f) operate or conduct maintenance and repair of our equipment; (g) detect, prevent and/or otherwise address fraud, security or technical issues, as authorized by law; and/or (h) otherwise comply with applicable laws.

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## **7. How does *FIM* protect information:**

*FIM* uses technical and organizational measures to protect data including, but not limited to: conducting third-party security audits, firewalls, maintaining security patches on external systems, a log auditing system to identify breaches, and ensuring that all web connections are over HTTPS. Access to personal data is available through your user identification and password selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone and no one at *FIM* or who represents *FIM* will ever ask for your password. In addition, your personal data resides on a secure server to which only select *FIM* personnel and Service Providers have secure access.

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## **8. Cookies:**

When you use any of our Sites, we may store cookies on your computer in order to facilitate and customize the experience. A cookie is a small data text file, which a website stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us.

Our cookies store randomly assigned user identification numbers, the country where you are located, and your log-in name to welcome you back to a Site. Our cookies: (a) make your use of our Sites easier; (b) make our Sites run more smoothly; (c) track authenticated users visiting our Sites; and (d) help us to maintain secure Sites.

You may decline our cookies, but some parts of our Sites may not work properly as a result. You can at any time use your browser setting to delete our cookies from your system. We may use a third party to display information on our Sites. As part of the third-party service, they may place a separate cookie on your computer.

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## **9. Privacy Policies of Third-Party Sites:**

We may maintain links to other websites on our Sites. Links to alliances and sponsoring organizations are examples of these links. This Privacy Policy only applies to *FIM*. Other sites

accessible through our Site have their own privacy policies and data collection use and disclosure practices. Please consult each site's privacy policy.

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#### **10. How you can rectify incorrect information:**

You have the ability to access and edit the personal data you provide to *FIM*. Data that *FIM* acquires through *FIRST* may be changed by logging into your *FIRST* user's account, or by requesting a change in writing or by email.

Please include your name, address, e-mail address, and/or phone number when you contact us regarding an update or correction to data. We reserve the right to confirm your identity before updating or correcting personal data. We encourage you to promptly update your personal data if it ever changes.

To the extent that *FIM* runs an event that requires the creation of a separate *FIM* account, similar rules will apply to those account managed directly by *FIM*.

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#### **11. How you can object to certain uses of your data:**

We may, from time to time, use your name or email to send you information regarding our programs, services and related opportunities as outlined in section 4.

If you do not wish to receive email from *FIM*, you may "opt-out" of receiving these communications by exercising your right to "opt out" by sending us an e-mail to your program contact with *FIM*.

You also have choices with respect to cookies, as described in Section 8. By modifying your browser preferences, you generally have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies, some parts of our Sites may not work properly.

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#### **12. Transfer of data to other countries:**

Because we are a global organization, *FIM* may share your personal data with *FIM* Program Delivery Partners in other countries in order to carry out the activities specified in this Policy. By submitting your personal data to *FIM*, through *FIM* Sites, or in connection with your interactions with *FIM* offline, you consent to such transfers and to the processing of this information in any country where *FIM* operates.

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#### **13. Special Notification for California Residents:**

Users who reside in California and have provided their personally identifiable information to us may request information about our disclosures of certain categories of personal identifiable information to third parties for direct marketing purposes. Such requests must be submitted to us by email. Within thirty days of receiving such a request, we will provide a list of the categories of personal identifiable information disclosed to third parties for use in direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of these third parties. This request may be made no more than once per calendar year.

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#### **14. FIRST Donor Privacy Policy:**

This section applies to all donor-related information received by *FIM*, both online and offline, from any donor.

*FIM* collects and stores donor information including name, address, email address, phone number, and donation amounts. Unless authorized by the donor, mandated by law or necessary for the processing and analyzing of donations, *FIM* will not share donor information with any other entity. If the donor notified us that the donor's employer will match the donation and the donor requests that we reach out to obtain the matching gift, we may disclose the donor's contact information (name, postal address, email address and telephone number) and donation information (donation amount and supported projects) to the employer. We are not responsible for the privacy practices of donors' employers. For more information regarding the handling of information by an employer, please refer to the employer's privacy policies.

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#### **15. Changes to this Privacy Policy:**

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting the revised Privacy Policy at any of our Sites. You acknowledge and agree that it is your responsibility to review the Site you are using and this Policy periodically, and to be aware of any modifications. Your continued use of a Site after any such modifications will constitute your; (a) acknowledgment of any modified Policy; and (b) agreement to abide and be bound by any modified Policy. To the extent that any modifications to this Policy materially alters how *FIM* will use information collected under prior version of the Policy, *FIM* will attempt to provide you notice by email using your email on file, and where required by law, will obtain your consent.

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#### **16. How to contact us and how to lodge a complaint:**

If you have any questions about this Privacy Policy, the practices of any of our Sites, or your dealings with any of oEGALLur Sites, contact us via email [info@firstinmichigan.org](mailto:info@firstinmichigan.org).

# ***FIRST IN MICHIGAN (FIM)*** **TERMS AND CONDITIONS**

## **LEGAL NOTICES**

Last Review and Update: May 27, 2021

### ***FIRST in Michigan Privacy Policy and User Agreement***

At *FIRST in Michigan*, we take privacy and security of personal information very seriously. This Privacy Policy discloses the privacy practices for *FIRST in Michigan*, its website [www.firstinmichigan.org](http://www.firstinmichigan.org), and various related services.

Participants and parents, and other persons entering any *FIRST in Michigan* online system or database understand and agree to the terms in the [FIRST in Michigan Privacy Policy and User Agreement](#).

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### **Notice of Non-discrimination**

*FIRST in Michigan (FIM)* does not discriminate on the basis of race, color, ethnicity, national origin, sex, pregnancy, marital status, sexual orientation, gender identity and expression, genetic information, disability, age, religion/creed, and military/veteran status in its programs and activities.

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### ***FIRST in Michigan Link Disclaimer***

This website includes links to other sites operated by third parties. We have not reviewed the information on other sites and are not responsible for any of the content on these sites. The inclusion of these links in no way indicates their endorsement, support, or approval of the contents of this site. By clicking on any of these links, you agree that *FIRST in Michigan* is not responsible for the content provided on the destination site.

We are not responsible for the actions, content, accuracy, opinions expressed, privacy policies, products, or services, or for any damages or losses, directly or indirectly, caused or alleged to have been caused as a result of your use or reliance on such information. We have the right to edit, remove, or deny access to content that is determined to be, in our sole discretion, unacceptable.

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### **Cultural Sensitivity Statement**

*FIRST in Michigan* is a non-denominational, non-partisan public charity that welcomes all cultures and religions to participate in our programs and activities. We are guided by sensitivity and respect for others, embracing a common goal of inspiring, engaging, and encouraging youth of all backgrounds to be part of the *FIRST in Michigan* community and embrace the wonders of science and technology.

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## **Use of Our Training Materials, Forums, Blogs, and various Social Media**

*FIM* may offer online training materials. The training materials may contain original and copyright-protected works of *FIM* and others. Our Sites also contain forums where training materials are posted and where users may submit their own comments, opinions, and images (“Submissions”).

By making a Submission to or through one of our Sites, training materials, related forums, blogs, or other *FIM*-related sites, you grant *FIM* an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, blog, publicly perform, transmit and distribute such Submission (except to the extent it contains personal data), alone or as part of other works, in any form, media, or technology whether now known or hereafter developed.

You warrant and represent that you shall not transmit, post or upload any Submission that is, in whole or in part, libelous, scandalous, inflammatory, discriminatory, defamatory, false, threatening, vulgar, obscene, pornographic, profane, abusive, harassing, invasive of another’s privacy, hateful or bashing, aimed at gender, race, color, sexual orientation, national origin, religious views or disability, or otherwise unlawful, or that violates or infringes on the privacy, publicity, intellectual property, proprietary, or contractual rights of any person or entity. By posting pictures of others, you warrant and represent that you have those persons’ (or if the person is under the age of majority, the person’s parent or guardian’s) consent.

You agree to defend, indemnify, and hold harmless *FIM*, its directors, officers, employees, agents, and sponsors from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees arising out of, or resulting from, your use of our Sites or the services made available on or through our Sites, and/or your breach of this Privacy Policy.

*FIM* does not warrant or represent the truthfulness, accuracy or reliability of any content, information or material contained in any Submission. Your reliance on any Submission shall be at your own risk.

Users of our training materials, Sites and related forums agree at all times to abide by legal protections and a professional honor system. Users agree that in downloading, using or referring to the contents of any document included in the training materials, Sites or related forums (whether in writing or verbally), they will give full attribution to the author.