

# VEX® ROBOTICS COMPETITION EVENT

## CONSENT, RELEASE, HOLD HARMLESS

### AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement ("Agreement") between the VEX® Robotics Competition, the Robotics Education and Competition Foundation, Inc., ("REC Foundation"), VEX Robotics, Inc., and officers, directors, employees and Designees of each (collectively, "VEX"), and Participant (collectively referred to herein as "I", "me", "my" and "Participant"). "Designees" includes those persons or entities (including third-parties not affiliated with VEX) managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and third-party entities working with VEX in print, publication, television, broadcast or video media) the VEX Robotics Competition. As used in this Agreement, Participant shall mean any individual, Parent of Guardian of a Participant under 18 years of age, student, mentor, teacher, volunteer, or other person or entity involved in a VEX Robotics Competition event, including, without limitation, the VEX World Championship Event ("Event" or "Events").

In consideration of my participation in one or more Events, I agree to the following:

I recognize that there may be risks associated with attending and/or participating in an Event, including, without limitation, risks inherent in the construction and/or operation of robots, working with electrical connections, operating or handling tools or sharp objects, traveling to and from events, and participating in public competitions. These risks include the risk of injury (including without limitation, serious bodily harm and even death) and property damage. Being fully cognizant of the risks in participating in any such Event, I hereby fully and willingly assume those risks. To the fullest extent permitted by applicable laws, I HEREBY WAIVE ANY CLAIMS OR CAUSES OF ACTION which I may now have or hereafter arises against VEX relating to or connected to my participation in any Event (including, without limitation, the VEX World Championship Event), and I will indemnify and hold harmless VEX against any and all claims against any such entity or person resulting from same.

I HEREBY RELEASE VEX and each of its respective employees, officers, directors, successors, assigns, affiliates, parent companies, licensees and agents from any and all claims, demands, liabilities, damages, costs and expenses, attorneys' fees, other professional fees and expenses, including, without limitation, negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc., any claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever that I may now have or hereafter may arise against VEX in connection with my participation in any Event.

In the event I should sustain any injuries or illness while attending and/or participating in an Event, I hereby authorize VEX to administer, or cause to be administered, such first aid or other treatment and such medications as I may possess, as reasonably necessary under the circumstances, including, without limitation, treatment by a physician or hospital of VEX's choice.

Participant understands that photographs, videotapes, and other recordings will be made of participants at such Events, including the Participant.

Participant consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the

Event and (ii) in promotion of VEX, the REC Foundation and other Events. I further acknowledge that any works made by or for VEX ("Works") to be "works made for hire," under applicable copyright laws, and to the extent I have or may claim any rights in or to such Works, I hereby grant to VEX any and all such rights, including, without limitation, the right to use or sub-license these Works in any and all media, now known or later discovered or developed, and in all forms and for all purposes, including without limitation, advertising and other promotions for any VEX Events, without any further consideration due to me or any limitation whatsoever.

This Release shall be binding upon my heirs, personal representatives, and me. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. VENUE

FOR ANY LEGAL ACTION SHALL BE IN HUNT COUNTY, TEXAS. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

I UNDERSTAND THAT THIS FORM INVOLVES A RELEASE OF LEGAL RIGHTS.

\_\_\_\_\_  
*Signature of Participant if 18 years of age or older or Parent/Guardian if Participant under 18 years*

\_\_\_\_\_  
*Printed name of person signing*

\_\_\_\_\_  
*Date*

Participant Name (full legal name): \_\_\_\_\_

If Participant is under 18 years of age, Parent/Guardian (full legal name): \_\_\_\_\_

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

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

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

*Revised February 7, 2018*