

CREATE COMPETITION EVENT CONSENT, RELEASE, HOLD HARMLESS
AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

Event(s): _____ Team #: _____

Role (Please Circle): Mentor/Adult Student Participant Volunteer

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement (Agreement”) between the CREATE Foundation, Inc. its officers, directors, employees and Designees of each of same (collectively, “CREATE”), and Participant (defined below and referred to as “I”, “Me”, “My” and “Participant”). “Designees” includes those persons or entities managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and entities working with CREATE in print, publication, television, broadcast or video media) the CREATE Competition Event. As used in this Agreement, “Participant” shall mean any individual, student, mentor, teacher, volunteer, or other person or entity involved in a CREATE Foundation Competition event listed above.

In consideration of My participation in one or more CREATE Competition events, I agree to the following:

I hereby grant CREATE the right to photograph, videotape, or otherwise digitally record or collect My name, biography, image, likeness, voice, sounds, plus any other information I provide, associated with My attendance at and/or participation in any CREATE Competition events. I further acknowledge that any works made by or for CREATE (“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 CREATE any and all such rights, including, without limitation, the right to use or sublicense 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 CREATE Competition and CREATE Competition events, without any further consideration due to Me or any limitation whatsoever.

I recognize that there may be risks associated with attending and/or participating in a CREATE Competition event, including, without limitation, risks inherent in the construction and/or operation of robots, as well as in working with electrical connections, 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. Except to the extent due to the gross negligence or willful misconduct of CREATE, 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 CREATE arising out of or connected to My participation in any CREATE Competition event (including, without limitation, the U.S. Open Robotics Championship Event), and I will indemnify and hold harmless CREATE against any and all claims against any such entity or person resulting from same.

I HEREBY RELEASE CREATE and each of their respective successors, assigns, affiliates, licensees and agents from any and all claims, demands, liabilities, damages, costs and expenses, attorneys' fees, other professional fees and expenses, including, without limitation, 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 CREATE arising in connection with my participation in any CREATE Competition event.

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

In providing my cell phone number below I authorize CREATE, and its agents the right to send texts for both the purposes of communicating event information as well as promotional information beginning a day prior to the published start of the event through one day after the published end date of the event. I further understand that CREATE is not responsible of any charges resulting from these texts.

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 NEBRASKA, WHICH SHALL BE THE VENUE FOR ANY LEGAL ACTION. 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.

In signing this release I acknowledge that **I have read the CREATE Tournament Code of Conduct** and agree to be bound by the rules and regulations therein.

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

Participant Name [Print Clearly] _____ Participant Signature _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: Home (____) _____ Email address: _____

Cell (____) _____ (This number will be used to send texts to during the tournament.)

Gender: (Male) (Female) Date of Birth: Month: ____ Date: ____ Year: ____

For Participants under the age of eighteen (18) years listed above: I hereby consent and agree to all of the terms and conditions of this Agreement as the Parent/Legal Guardian of _____ (minor participant's name), in which case "I", "Me", "My" and "Participant" as used herein shall refer to said minor.

Print Parent or Guardian Name _____ Parent or Legal Guardian Signature _____