

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. For detailed information about *FIRST* in Michigan, visit 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 their parents or legal guardians, if Participant is under age 18) knowingly and voluntarily executes this Agreement on behalf of themselves 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 communicable 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 they are primarily responsible for their 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 and Communicable Illness. 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 coronavirus known as COVID-19 or other endemic or pandemic illness. Participant understands that COVID-19 is considered highly contagious and is primarily spread from person-to-person, including by asymptomatic persons, regardless of vaccination status. 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 or other communicable illness.

Participant understands that Participant may contract COVID-19 or other communicable illness as a result of participating in a Program. Participant understands and agrees that this Agreement waives and releases the right to make any and all claims whatsoever related to COVID-19 or other communicable illness 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 to 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, including the need to submit to testing, isolate or quarantine due to positivity, exposure, or symptoms, regardless of vaccination status. As a result, Participant understands that compliance with these protocols may mean that Participant may not participate in person in a Program until their COVID-19 status has been cleared, according to FIRST, *FIM* and/or state or local protocols.

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, volunteers, other participants, Program Delivery Organizations, Program Delivery Partners, 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 their 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 they 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 by *FIM*, FIRST Program Delivery Organizations, and FIRST Key Donors and Sponsors (i) as part of a record of the Program and (ii) to publicly promote *FIM* and the Programs.

(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 consents and grants FIM and its Program Delivery Partners a non-exclusive, royalty-free worldwide license to use their likeness in the promotion of FIM programs. This license ends when participant requests to exercise their right to terminate the license.

(d) 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. 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 they 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 their electronic signature has the same legal effect and validity as their 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 their electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of their 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: _____