

CONSENT, RELEASE, HOLD HARMLESS, AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

As used below, "FIRST" and "Innovation FIRST" shall mean United States Foundation For Inspiration and Recognition of Science and Technology and Innovation First Incorporated, and their officers, directors, employees, assigns, and agents (including any third party designated and approved by FIRST at any time, including, without limitation, individuals or entities involved in print, publication, television, broadcast, or video media). As used below, "Participant" shall mean any individual, student, mentor, teacher, or volunteer involved in a FIRST event, and "FIRST Vex Challenge (FVC) Affiliate Partner" shall mean individuals or entities that manage, sponsor, and/or host FIRST Vex Challenge Events. In consideration of the acceptance of my participation in any FIRST Competition and related programs, meetings, or events (collectively, the "Event"), I agree to the following:

I hereby grant to *FIRST*, Innovation First, and the FVC Affiliate Partner the right to photograph and/or videotape me during my participation in an Event. I further grant to *FIRST*, Innovation First, and the FVC Affiliate Partner, forever and throughout the world, the right to use these photographs and videotapes of my likeness, voice and sounds during my participation, and to reuse or license the right to reuse such photographs and videotapes of my participation, and my name, likeness and biography, as *FIRST* and/or Innovation First and/or the FVC Affiliate Partner may desire, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for *FIRST*, Innovation First, or the FVC Affiliate Partner, without further compensation to me or any limitation whatsoever. In granting this license, I understand that *FIRST*, Innovation First, and the FVC Affiliate Partner are not under any obligation to exercise any of their rights, licenses and privileges herein granted. Each such photograph and videotape shall be a work for hire and *FIRST*, Innovation First, and the FVC Affiliate Partner shall be deemed the owner of any copyright and/or trademark rights therein (and all applications, registrations and renewals resulting there from). If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Consent and Release To Produce Physical Likeness ("Release") shall constitute an irrevocable assignment by the Participant of the worldwide copyright in the work to *FIRST*, Innovation First, and the FVC Affiliate Partner. It is a *FIRST*, Innovation First, and the FVC Affiliate Partner policy not to print a minor's picture accompanied by his/her name unless *FIRST* or Innovation First or the FVC Affiliate Partner has obtained specific permission from his/her parent or guardian.

The undersigned being fully cognizant of the risks in participating in an Event, hereby assumes the risks of bodily injury (including, without limitation, death) and property damage, inherent in such participation. Except to the extent due to the gross negligence or willful misconduct of *FIRST*, Innovation First, and the FVC Affiliate Partner, to the fullest extent permitted by applicable laws, I hereby waive any claims or causes of action which I may now or hereafter have against *FIRST*, Innovation First, and the FVC Affiliate Partner arising out of my participation, and I will indemnify and hold harmless *FIRST*, Innovation First, and the FVC Affiliate Partner against any and all claims resulting from such participation.

I HEREBY RELEASE *FIRST*, Innovation First, and the FVC Affiliate Partner and their respective successors, affiliates, licensees and assigns from all claims, demands, liabilities, damages, costs and expenses (including, without limitation, attorneys' and other professional fees and expenses) that I may now or hereafter have against *FIRST* and/or Innovation First and/or the FVC Affiliate Partner arising in connection with my participation in the Event and *FIRST*'s, Innovation First's, and the FVC Affiliate Partner's exercise of rights hereby granted, including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever.

In the event I should sustain injuries or illness while involved in an Event, I hereby authorize *FIRST*, **Innovation First, and the FVC Affiliate Partner** to administer, or cause to be administered, such first aid or other treatment and medications I may bring as may be necessary under the circumstances, to include treatment by a physician or hospital of *FIRST*'s or **Innovation First's or the FVC Affiliate Partner's** choice.

This Release shall be binding upon my heirs, personal representatives and assigns, and myself, and shall be governed by and construed under the laws of the State of New Hampshire without regard to conflicts of laws principles. Venue for any legal action arising out of or in connection with this Release shall be in Hillsborough County, New Hampshire, and jurisdiction shall be vested exclusively in the District Court in and for Hillsborough County, New Hampshire, or, if appropriate, in the Federal District Court for the District of New Hampshire. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release 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

Date

Participant Name (Printed) _____

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

Phone: Home _____ Work _____ Age: _____ Sex: _____

For those persons under the age of eighteen (18) years listed above: I hereby consent and agree to the above as the Parent/Legal

Guardian of _____ (minor participant's name), in which case "I", "me" and "my" as used herein shall refer to said minor participant.

Parent or Legal Guardian

Print Parent or Guardian Name

Event(s) _____

Team # _____