

FIRST in Texas (FiT) CONSENT TO PARTICIPATE AND RELEASE AGREEMENT

Updated October 1, 2020

The Participant identified below (“Participant”) desires to participate (as a team member, coach, mentor, judge, volunteer, trainee, or in some other manner) in a *FiT* program (a “Program” or together the “Programs”). For detailed information about the *FIRST*’s Youth Protection Program, visit www.firstinspires.org. For detailed information about *FiT*’s Programs, visit <http://firstintexas.org>. As a condition of allowing Participant to participate in a Program, *FIRST* in Texas (“*FiT*”) requires that the Participant (by his or her Parent/Guardian if under 18 years of age) agree to the terms of this Consent to Participate and Release Agreement.

1. Assumption of Risk: (a) Participant (or the Parent/Guardian of a Participant under 18 years of age) 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 (and the Parent/Guardian of a Participant under 18 years of age) understands that *FiT* 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, if 18 years of age or older, 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.

(b) COVID-19. Participant (or Parent/Guardian of a Participant under 18 years of age) 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 (or the Parent/Guardian of a Participant under 18 years of age) 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 (or the Parent/Guardian of a Participant under 18 years of age) understands that, while participating in a *FiT* Program, Participant will be in close proximity to other persons, some of whom may be infected by, and able to spread, COVID-19.

Participant (or Parent/Guardian of a Participant under 18 years of age) 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 (or the Parent/Guardian of a Participant under 18 years of age) understands and appreciates that COVID-19 risks are inherent in participating in a *FiT* Program and that Participant may contract COVID-19 as a result of participating in a *FiT* Program. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that **Participant's participation in a *FiT* Program is voluntary** and Participant and the Parent/Guardian of a Participant under 18 years of age hereby **knowingly assume the risk of any and all COVID-19 Exposure**. Participant (or the Parent/Guardian of a Participant under 18 years of age) understands and agrees that the waiver and release of the right to make injury claims stated below 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 (or the Parent/Guardian of a Participant under 18 years of age) agrees that Participant will not participate in-person in a *FiT* 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. Participant (or the Parent/Guardian of a Participant under 18 years of age) agrees that Participant will comply with any COVID-19 screening or exposure control practices which may be adopted by *FiT* when participating in a *FiT* Program and will also comply with any COVID-19 requirements of the state or local jurisdiction in which the Participant is participating.
3. **Release of All Claims**: In consideration for *FiT* allowing the Participant to participate in a Program, 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 *FiT* and (except as expressly provided below) all *FiT* directors, officers, employees, volunteers, and agents from any and all claims for any accident, illness, injury, disease of any kind, loss or damage to personal property of/to the Participant (and the Parent/Guardian), *including without limitation*, COVID-19 as described above, or other damages that may occur as a result of the Participant's participation in the Program, *including without limitation* any injuries, diseases, or other damages that may be caused by negligence of *FiT* or negligence of any *FiT* director, officer, employee, volunteer, or agent (*including without limitation*, negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc.), and agrees not to file any lawsuit or otherwise make any claim against *FiT* or any *FiT* director, officer, employee, volunteer, or agent for any such accident, illness, injury, disease, or other damage. The Participant (and the Parent/Guardian of a Participant under 18 years of age) does not hereby release any claims against any individual person who intentionally causes injury to the Participant.
4. Consent to Record and Collect Personally Identifiable Information, and Ownership of Recordings:
 - (a) Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that live broadcasts, photographs, videotapes, and other recordings (collectively the "Recordings") may be made of participants in the Programs, including the Participant. Participant (and the Parent/Guardian of a Participant under 18 years of age) 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 *FiT* and the Programs.
 - (b) Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that *FiT* 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 neither the Participant nor the Parent/Guardian of a Participant under 18 years of age will 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 *FiT* Privacy Policy. The *FiT* Privacy Policy is available at <https://www.firstintexas.org/privacy> or by requesting a copy by emailing Team Support at info@firstintexas.org. Participant (or the Parent/Guardian of a Participant under 18 years of age) acknowledges they have read, understand, and affirmatively consent to the *FiT* Privacy Policy.

Participant (or the Parent/Guardian of a Participant under 18 years of age) has read this document and understands that this Consent to Participate and Release Agreement 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.

This Consent to Participate and Release may be signed in counterparts.

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 if Participant is under 18 years of age):

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):

Participant Team Number ____ _____

Date: _____