

Xtreme BOTS
Regional Competition Activities
PARTICIPANT LIABILITY RELEASE AND CONSENT

In consideration of Participant's participating in the Xtreme BOTS Program including, but not limited to, the specific robotic competition held at the Miami Valley Career Technology Center, as well as any competition, exhibition events and all activities related thereto (collectively, the "Program"), and as a condition thereto, the undersigned Participant and, if Participant is under age 18 years, the parent or legal guardian of Participant, does hereby execute this instrument for him/herself and on behalf of Participant, and their heirs, successors, representatives, dependents and assigns, and hereby agrees and represents as follows:

1. He/she and Participant are aware of the fact that the Program involves the building and operation of mechanical robots engaged in combat, and that such activities could potentially result in injury to Participant and/or others;
2. He/she and Participant voluntarily assume the risk of injury or death to Participant while participating in the Program and/or property damage;
3. He/she, for him/herself and on behalf of Participant, and their heirs, successors, representatives, dependents and assigns, hereby releases and covenants not to sue Xtreme BOTS, team sponsors, Program sponsors, their respective owners, officers, directors, trustees, members, managers, shareholders, partners, employees, contractors, agents, affiliates, and all volunteers and individuals who organized the Program, designed and/or constructed the arena, or participated in any way in the Program (collectively, the "Released Parties"), from any and all liability, loss, damage, costs, claims and/or causes of action ("Claims") that may now or hereafter exist, arise or be caused, whether negligently or otherwise, in connection with the Program, including, but not limited to, Claims related to death, personal injury, bodily injury, and/or property damage or destruction;
4. Participant has read and agrees to comply with all rules and regulations relating to the Program;
5. He/she, for him/herself and on behalf of Participant, and their heirs, successors, representatives, dependents and assigns, agrees to indemnify and hold harmless the Released Parties from and against any and all Claims which may be brought or entered against any of them as a result of Participant's participation in the Program. The indemnification shall include attorneys' fees incurred in defending against any claim or judgment and incurred in negotiating any settlement;
6. He/she, for him/herself and on behalf of Participant, and their heirs, successors, representatives, dependents and assigns, (i) gives the Program sponsors permission to use Participant's name and any photo and/or video in which Participant appears to promote the Program without further compensation or permission, except where prohibited by law, (ii) understands that photos and/or video may be made available to print, video, Internet and other media, (iii) understands that photos and/or video may be captioned and that the caption may

include, when appropriate, Participant's first and last name, employer or school, and (iv) releases, discharges, indemnifies and agrees to save harmless the Program sponsors and the Released Parties from and against any Claims arising, directly or indirectly, from the publication or use of such photos, video or Participant's likeness, including, without limitation, any claims for invasion of privacy or right of publicity, or loss or liability resulting therefrom.

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND I VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT AND AS THE ACT OF PARTICIPANT.

I am/am not (PLEASE CIRCLE ONE) over the age of 18.

Printed Name: _____

Signature: _____

Date: _____

- MALE
- FEMALE

- American Indian or Alaska Native
- Asian
- Black or African American
- White

School or Company: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN THIS FORM WHERE INDICATED.

Parent/Guardian: I understand and approve this instrument on behalf of the above signed minor.

Printed Name: _____

Relationship: _____

Signature: _____

Date: _____

CONTACT INFORMATION REQUIRED:

Mailing Address _____

E-mail _____

Role (Student, Teacher, Parent, Advisor, etc.) _____

- Check this box to opt-out of future communication regarding the Xtreme BOTS program.