

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

2017 Staff

This is a Consent and Release of Rights in favor of The Pioneers in Engineering Foundation and The Regents of the University of California, and their officers, directors, employees, successors, and assigns (hereafter referred to as "*PiE-F and the UC Regents*"), as well as entities designated and approved to assist *PiE-F and the UC Regents* in managing, contracting, sponsoring, hosting, conducting, evaluating, or publicizing Pioneers in Engineering, including individuals and entities working with *PiE and the UC Regents* in print, publication, television, broadcast, or video media (hereafter referred to as "*PiE-F and the UC Regents' Cooperating Entities*"). Pioneers in Engineering (hereafter "*PiE*") shall refer to all events during the course of the program, including but not limited to all kickoff, mentoring, workshop, and competition events. As used below, "Participant" means any individual, student, mentor, teacher, or volunteer involved in *PiE*. **In consideration of accepting my participation in *PiE*, I agree to the following:**

I hereby grant to *PiE-F and the UC Regents*, to *PiE-F and the UC Regents' Cooperating Entities*, and to the press and media admitted into *PiE* events the right to photograph, videotape, or otherwise collect by digital or analog means my name, likeness, voice, and sounds (as "Works") during my participation in *PiE*. I acknowledge the Works to be works made for hire, and otherwise irrevocably assign and grant to *PiE-F and the UC Regents* and to *PiE-F and the UC Regents' Cooperating Entities* all rights in these Works and the right to use or sublicense these Works and my name, likeness, biography, or any combination thereof, at *PiE-F and the UC Regents'* discretion, in all media and in all forms and for all purposes, including, without limitation, advertising and other promotions for *PiE-F and the UC Regents* or *PiE-F and the UC Regents' Cooperating Entities*, without any further consideration to me or any limitation whatsoever.

Participation in *PiE* carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including the risks inherent in the construction 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 bodily harm (including, without limitation, serious bodily injury or death) and property damage. Being fully cognizant of the risks in participating in a *PiE* event, I hereby assert that my participation is voluntary and assume those risks.

I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE *PiE-F and the UC Regents* OR *PiE-F and the UC Regents' Cooperating Entities* REGARDING ANY CLAIMS OR CAUSES OF ACTION which I may now or hereafter have against *PiE-F and the UC Regents* or *PiE-F and the UC Regents' Cooperating Entities* arising in connection with, but not limited to, my participation in *PiE*, including the negligence of *PiE-F and the UC Regents* or *PiE-F and the UC Regents' Cooperating Entities*.

I will also INDEMNIFY AND HOLD HARMLESS *PiE-F and the UC Regents* and *PiE-F and the UC Regents' Cooperating Entities* against any and all claims, suits, procedures, costs, expenses, damages, and liabilities resulting from such participation, including, without limitation, claims for compensation, defamation, invasion of privacy, other infringements or violations of personal or property rights of any sort whatsoever, or attorney's fees brought as a result of my involvement in *PiE*, and to reimburse them for any such expenses incurred.

I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Any dispute, controversy or claim arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be referred to and finally determined by binding arbitration in accordance with the rules of the American Arbitration Association, to be conducted by a three-member panel in or around San Francisco, California and to be governed by the laws of the State of California.

This Release shall be binding upon my heirs, my personal representatives and assigns, and me, and shall be governed by and construed under the laws of the State of California. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all such previous agreements among the parties, whether written or oral.

I have read this Consent and Release of Rights agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Participant Name (print)

Participant Signature

Date

Address

City

State

Zip

_____/_____/_____
Date of Birth (MM/DD/YYYY)

For Participants under the age of eighteen (18) years listed above: I hereby consent and agree to the above as the Parent/Legal Guardian of _____ (minor's name), in which case "I", "me" and "my" as used herein shall refer to said minor.

Parent Name (print)

Parent Signature

Date