



For FIRST Robotics British Columbia Events CONSENT AND RELEASE AGREEMENT

Participant Name: _____

If Participant is under 19 years of age, Parent/Guardian Name: _____

Participant Date of Birth if under 19 years of age (MM/DD/YYYY): _____

Participant Address: _____

City: _____ Province: _____ Postal: _____

Participant Email (if under 19 years of age, Parent/Guardian Email): _____

Participant Team Number: _____

The Participant identified above (“Participant”) desires to participate (as a team member, coach, mentor, judge, or in some other manner) in the FIRST® Robotics Competition, FIRST Tech Challenge, FIRST LEGO® League, or another FIRST program (the “Programs”) in British Columbia. As a condition of allowing Participant to participate in a Program in British Columbia, FIRST Robotics British Columbia (“FIRST BC”) requires that the Participant (by his or her Parent/Guardian if under 19 years of age) agree to the terms of this Consent and Release Agreement (the “Agreement”).

1. Assumption of Risk:

1. (A) Participant (and the Parent/Guardian of a Participant under 19 years of age) understands and acknowledges that while particular rules, equipment and personal discipline may reduce the risks outlined below, participation in the Program will 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; dancing, physical activities; COVID-19* (see below) and other infectious diseases; and other associated activities. Participant (and the Parent/Guardian of a Participant under 19 years of age) understands that FIRST Robotics British Columbia does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants in the Program. Participant, if 19 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 19 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.

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(B) COVID-19. Participant (or Parent/Guardian of a Participant under 19 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 19 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 19 years of age) understands that, while participating in a FIRST 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 19 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 19 years of age) understands and appreciates that COVID-19 risks are inherent in participating in a FIRST Program and that Participant may contract COVID-19 as a result of participating in a FIRST Program. Participant (or the Parent/Guardian of a Participant under 19 years of age) agrees that Participant’s participation in a FIRST Program is voluntary and Participant and the Parent/Guardian of a Participant under 19 years of age hereby knowingly assume the risk of any and all COVID-19 Exposure. Participant (or the Parent/Guardian of a Participant under 19 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 19 years of age) agrees that Participant will not participate in-person in a FIRST 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 19 years of age) agrees that Participant will comply with any COVID-19 screening or exposure control practices which may be adopted by FIRST Robotics British Columbia when participating in a FIRST Robotics British Columbia Program and will also comply with any COVID-19 requirements of the state or local jurisdiction in which the Participant is participating.

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3. Release of All Claims

In consideration for FIRST Robotics British Columbia allowing the Participant to participate in a Program, Participant (and the Parent/Guardian of a Participant under 19 years of age) assumes risk of such participation and hereby releases, waives and holds harmless FIRST Robotics British Columbia and all of FIRST Robotics British Columbia's directors, officers, employees, volunteers, and agents from any and all claims with respect to any and all accident, illness, injury, disease of any kind of/to the Participant (and the Parent/Guardian), including without limitation, COVID-19 as described above, disability, death or loss or other damages to person or property that may occur as a result of the Participant's participation in the Program unless such injury to the Participant (and the Parent/Guardian of a Participant under 19 years of age), disability, death or loss, or other damages to person or property arise from the negligence or willful act of FIRST Robotics British Columbia or FIRST Robotics British Columbia's directors, officers, employees, volunteers, agents or any person for whom FIRST Robotics British Columbia is in law responsible.

4. Participant (and the Parent/Guardian of a Participant under 19 years of age) understands that live broadcasts, photographs, videotapes, and other recordings may be made of participants in the Programs, including the Participant, by FIRST Robotics British Columbia and other organizations not under the control or direction of FIRST Robotics British Columbia. Participant (and the Parent/Guardian of a Participant under 19 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 promote FIRST and the Programs. If Participant (and the Parent/Guardian of Participant under 19 years of age) does not consent or to be photographed, videotaped and/or recorded (i) as part of a record of the Program and (ii) to promote FIRST and the Programs, please notify FIRST Robotics British Columbia by email at ikoscielski@firstpartners.org at least seventy-two (72) hours prior to attendance or participation at a FIRST Robotics British Columbia event.

Participant (and the Parent/Guardian of a Participant under 19 years of age) has read this document and understands that this Consent and Release Agreement includes a waiver of the right to make injury claims that is intended to be legally binding.

By signing below, Participant (and the Parent/Guardian of a Participant under 19 years of age) agrees to this Consent and Release Agreement.

Signature (of Participant if 19 years of age or older or Parent/Guardian if Participant under 19)

Printed Name of Person Signing

Date

October 15th, 2021