

**WOODSIDE HIGH SCHOOL ROBOTICS BOOSTERS  
CONSENT TO PARTICIPATE AND RELEASE AGREEMENT**

The participant identified below ("Participant") desires to participate (as a team member, coach, mentor, volunteer, trainee, or in some other manner) in the Woodside High School Robotics Program (the "Program").

In consideration of and as a condition of allowing Participant to participate in the Program, Woodside High School Robotics Boosters, a California corporation ("Robotics Boosters"), requires that Participant agree to the terms of this Consent to Participate and Release Agreement (the "Agreement"). Participant understands that participation in the Program is voluntary. Intending to be legally bound, Participant, for himself or herself, or, if Participant is under the age of 18, Participant's parent or legal guardian, by executing this Agreement, knowingly and voluntarily executes this Agreement on behalf of themselves and their personal representatives, heirs, and next of kin. References to "Participant" in this Agreement include Participant's parents or legal guardians if Participant is under age 18, unless otherwise noted.

1. Representations of Participant. Participant hereby represents that: (a) he or she is in good health and is able to participate in the Program; (b) Participant has no existing medical condition that could worsen or result in further injury by participation in the Program; and (c) Participant is not and will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair Participant's ability to safely participate in the Program.

2. Assumption of Risk. Participant 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 of varying skill levels; physical activities; COVID-19 and other communicable diseases; inadequate safety measures; situations beyond the immediate control of Robotics Boosters; and other undefined, not readily foreseeable and presently unknown risks and dangers and other activities associated with participation in the Program (collectively, the "Risks"). Participant understands that Robotics Boosters 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 understands that these Risks may be caused in whole or in part by his or her own actions or inactions, the actions or inactions of others, or the negligent acts or omissions of the Robotics Boosters Releasees (defined below) and on behalf of Participant and Participant hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which Participant may incur.

Participant acknowledges and agrees that he/she is primarily responsible for their safety. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees that the Parent/Guardian is primarily responsible for Participant's safety and that the Parent/Guardian will monitor, as appropriate considering the age of Participant and other factors, Participant's participation in the Program. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees to discuss with the Participant the importance of following any safety procedures in the Program. Subject to any third party restrictions from any organizing bodies or similar entities associated with a Program activity, the Parent/Guardian of a Participant under 18 years of age may be present at any Program activity.

4. Release of All Claims: In consideration for Participant's voluntary participation in the Program, Participant (or the Parent/Guardian of a Participant under 18 years of age for and on behalf of Participant and the Parent/Guardian) assumes all risk of such participation and hereby releases Robotics Boosters and its directors, officers, employees, volunteers and agents, and all other participants and volunteers

(individually and collectively “Robotics Boosters Releasees”) from any and all claims, suits, liabilities, actions, demands, damages, losses, expenses, and causes of action, including but not limited to claims of negligence on the part of the Robotics Boosters Releasees, which Participant, or their legal heirs, representatives, successors, conservators and assigns may have, now or in the future, which arise directly or indirectly from Participant’s participation in the Program. This release covers any property or personal loss or damage or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence or intentional wrongdoing) of the Robotics Boosters Releasees.

5. Indemnification: Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to indemnify Releasees from and against any and all claims, suits, liabilities, actions, demands, damages, losses, expenses, and causes of action including, but not limited to, claims of negligence, and any other liabilities, including attorneys’ fees by any person arising out of, or resulting directly or indirectly from Participant’s participation in any Programs, including, but not limited to, damage to personal property caused by Participant or injury of any person caused by Participant.

6. Covenant Not to Sue: Participant (or the Parent/Guardian of a Participant under 18 years of age for and on behalf of Participant and the Parent/Guardian) agrees that he/she shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure (an “Action”), against the Robotics Boosters Releasees arising out of Participant’s participation in any Programs. In the event a Participant institutes an Action, except for the finding of gross negligence or willful misconduct by the Robotics Boosters Releasees, the Participant shall be liable to the Robotics Boosters Releasees for all costs and expenses, including attorneys’ fees, incurred in connection with the Action.

7. Emergency Medical Attention. In case of emergency, Robotics Boosters and medical care providers are authorized to seek medical attention and to transport and admit Participant to any healthcare facility reasonably accessible, and Participant accepts full financial responsibility for the costs of such treatment, transport and admission.

8. Consent to Record and Collect Personally Identifiable Information, and Ownership of Recordings: Participant understands that live broadcasts, photographs, videotapes, and other recordings (collectively the “Recordings”) may be made of participants in the Program, including Participant. Participant consents to those broadcasts, photographs, videotapes, and other recordings and the use thereof by Robotics Boosters (a) as part of a record of the Program and (b) to publicly promote Robotics Boosters and the Program. Participant consents and grants Robotics Boosters a non-exclusive, royalty-free worldwide license to use their likeness in the promotion of the Program.

9. Entire Agreement/No Waiver: This Agreement represents the entire agreement between the parties with regard to the matters herein and supersedes any other agreement or understandings, whether written or oral, and cannot be changed unless agreed upon and signed by an authorized representative of Robotics Boosters in writing. Any waiver of any obligation of either party to the Agreement by the other party shall not be construed to be a waiver of any other obligations or the same obligation on a future occasion.

10. Severability and Counterparts: The terms of this Agreement are independent of each other. If a term in the Agreement is deemed unenforceable by a court, the remaining terms shall remain in full force and effect.

11. Jurisdiction: Participant acknowledges and agrees the validity, effect, and operation of this agreement shall be determined according to the laws of the State of California (but not its conflict of laws rules), and Participant agrees to submit to the jurisdiction of the state and federal courts located in California.

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Participant has read this Agreement and understands that it 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 Agreement, that they have read this Agreement carefully, understand its terms and conditions, acknowledge that they will be giving up substantial legal rights by signing it (including the rights of Participant, Participant's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that they have signed this Agreement without any inducement, assurance or guarantee, and intend for their signature to serve as confirmation of their complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Participant: Print Name: \_\_\_\_\_ Birth Date (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Participant or Parent/Legal Guardian: \_\_\_\_\_

Date Signed (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Address:

\_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

Student ID# \_\_\_\_\_