

BEST (Boosting Engineering, Science, and Technology) Robotics, Inc.

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

Hub: Rocky Mountain BEST School _____ Year _____

Role (Check all that apply): Mentor/Coach Student/Team Member Teacher Volunteer

This is a Consent and Release of Rights in favor of BEST Robotics, Inc. ("BRI"), a Texas non-profit corporation, its licensed hub so identified, a **Colorado** non-profit corporation, its sponsors, and other BRI authorized licensees (individually and collectively referred to hereafter as "BEST"), their officers, directors, employees, successors, assigns, and volunteers who are working at the authorization or direction of BEST with respect to the programs and events officially offered by BEST. This includes, by way of example, Teacher Workshops, Kickoff, Mall (aka Practice) Day and Competition Day and regional and national events sponsored by BRI or its licensees ("BEST Events"). "Participant" means any individual, student, team member, mentor, coach, teacher, or volunteer involved in a BEST Event.

In consideration of my participation in one or more BEST events, I agree to the following: I hereby grant to BEST the right to photograph, videotape, or otherwise digitally collect my likeness, voice and sound (as "Works") during my presence at a BEST event and assign and grant all rights in these Works to BEST. BEST shall have the right to use or sublicense these Works, including my name, likeness and biography, at their discretion, in all media, for the promotion of BEST and their mission and program. I also acknowledge that BEST events are public events that may be attended by the members of the press, business corporations, and media ("commercial guests") not under the control of BEST who might photograph or videotape the event.

There are risks inherent in participating in BEST events, including, for example, risks in the construction of robots and structures, 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, death) and property damage or loss. **Being fully cognizant of the risks of participating in a BEST event, I hereby assume those risks. Except to the extent due to the gross negligence or willful misconduct of BEST, to the fullest extent permitted by applicable laws, I HEREBY WAIVE AND RELEASE ANY CLAIMS OR CAUSES OF ACTION which I may now or hereafter have against BEST arising in connection with my participation in any BEST Event, or arising from unofficial BEST programs and events offered by others. I hold harmless BEST, against any and all claims resulting from such participation, including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever.**

I understand that teachers have responsibility for maintaining and safeguarding the well being of students on their team while participating in BEST activities. I understand that BEST does not perform background checks on teachers, mentors or other volunteer participants. Teachers should follow the school district policies regarding the involvement of adult volunteers with their teams. I will not hold BEST liable for the actions of teachers, mentors or other participants.

I will not hold BEST liable for any injury that may occur to me as a result of participation in any event or activity related to this program. In the event I should sustain injuries or illness while involved in a BEST Event, I hereby authorize BEST to provide or arrange for first aid, professional emergency treatment, or hospital treatment needed as determined by BEST, including the performance of emergency procedures, the administration of medications, and emergency transportation, at my cost and risk.

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 **Colorado** which shall be the venue for any legal action. 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.

Participant Name [Printed] Participant Signature Date Date of Birth [MM/DD/YY]

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 the Participant, in which case "I", "me" and "my" as used herein shall refer to said minor.

Parent or Legal Guardian Name [Printed] Parent or Guardian Signature Date