

**BBHHS ROBOTICS BOOSTERS VEX® ROBOTICS CAMP  
CONSENT, RELEASE, HOLD HARMLESS  
AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS**

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement ("Agreement") between the Brecksville Broadview Heights High School Robotics Boosters, The Brecksville Broadview Heights City School District, and officers, directors, employees and Designees of each (collectively, "BBH"), and Participant (collectively referred to herein as "I", "me", "my" and "Participant"). "Designees" includes those persons or entities (including third parties not affiliated with BBH) managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and third-party entities working with BBH in print, publication, television, broadcast or video media) the BBHHS Robotics Boosters VEX Robotics Camp. As used in this Agreement, Participant shall mean any individual, Parent or Guardian of a Participant under 18 years of age, student, mentor, teacher, volunteer, or other person or entity involved in this BBHHS Robotics Boosters VEX Robotics Camp ("Camp").

In consideration of my participation in this Camp, I agree to the following:

I recognize that there may be risks associated with attending and/or participating in this Camp, including, without limitation, risks inherent in the construction and/or operation of robots, working with electrical connections, operating or handling tools or sharp objects, traveling to and from camp, and participating in a public camp and competition. These risks include the risk of injury (including without limitation, serious bodily harm and even death) and property damage. Being fully cognizant of the risks in participating in any such Event, I hereby fully and willingly assume those risks. To the fullest extent permitted by applicable laws, I HEREBY WAIVE ANY CLAIMS OR CAUSES OF ACTION which I may now have or hereafter arises against BBH relating to or connected to my participation in this Camp, and I will indemnify and hold harmless BBH against any and all claims against any such entity or person resulting from same.

I HEREBY RELEASE BBH and each of its respective employees, officers, directors, successors, assigns, affiliates, parent companies, licensees and agents from any and all claims, demands, liabilities, damages, costs and expenses, attorneys' fees, other professional fees and expenses, including, without limitation, negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc., any claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever that I may now have or hereafter may arise against BBH in connection with my participation in this Camp.

I understand and am aware of the guidelines recommended by the CDC and health authorities in my jurisdiction regarding social distancing and the importance of hygiene due to the spread of COVID-19.

I represent that:

- I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID -19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Camp while following all rules set forth by the Robotics Education and Competition Foundation, VEX and BBH.

In consideration for my participation in the Event, I agree as follows:

1. Assumption of Risk. I fully understand that there are dangers, inherent and otherwise, in this Camp and in engaging in this Camp during the COVID-19 pandemic. I further understand that my participation in the Camp may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I hereby acknowledge that I am participating of my own free will in the Camp and I agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in this Camp.
2. Medical Release. In the event I should sustain any injuries or illness while attending and/or participating in this Camp and the parent/guardian cannot be contacted in an emergency, I hereby authorize BBH to administer, or cause to be administered, such first aid or other treatment and such medications as I may possess, as reasonably necessary under the circumstances, including without limitation, treatment by a physical therapist or hospital of BBH's choice.
3. Waiver and Release of Liability. I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge BBH, its Committee members and their families, respective agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of BBH or their respective agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue BBH Committee or their respective agents, employees, and/or volunteers for any damages I incur in connection with this Camp. This release and waiver extend to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
4. Compliance with All Rules. I agree to obey all rules and regulations applicable to the Camp and instructions provided by BBH and their staff and volunteers during my participation in this Camp.
5. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

Participant understands that photographs, videotapes, and other recordings will be made of participants at this Camp, including the Participant.

Participant consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Camp and (ii) in promotion of BBH Robotics. I further acknowledge that any works made by or for BBH ("Works") to be "works made for hire," under applicable copyright laws, and to the extent I have or may claim any rights in or to such Works, I hereby grant to BBH any and all such rights, including, without limitation, the right to use or sub-license these Works in any and all media, now known or later discovered or developed, and in all forms and for all purposes, including without limitation, advertising and other promotions for any BBH Events, without any further consideration due to me or any limitation whatsoever.

THIS RELEASE SHALL BE BINDING UPON MY HEIRS, PERSONAL REPRESENTATIVES, AND ME. FOR ANY DISPUTE OR CAUSE OF ACTION ARISING WITHIN THE UNITED STATES OF AMERICA, THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF OHIO AND SHALL BE SUBJECT TO ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

ANY DISPUTE OR CAUSE OF ACTION IN CONNECTION WITH AN EVENT ARISING OUTSIDE THE UNITED STATES OF AMERICA SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES, WITH THE APPLICABLE LAW BEING THE JURISDICTION IN WHICH THE EVENT OCCURRED.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
Date

Participant Name (full legal name): \_\_\_\_\_

Participant Date of Birth if under 18 years of age [MM/DD/YYYY]: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

Parent/Guardian Daytime Phone: \_\_\_\_\_