



For Inspiration and Recognition of Science and Technology

# BadgerBOTS Robotics

## Consent, Release, Hold Harmless, and Authorization to Reproduce Physical Likeness

\_\_\_\_\_ (Please neatly print student name), has my permission to participate in all activities related to BadgerBOTS FRC, FVC, FLL, JFLL, and summer camp programs.

I agree to abide by all conditions of the student code of conduct (as detailed for Madison Metropolitan School District Students), regardless of actual area of attendance. I agree that this is a school-sponsored activity, as if it were residing at James Madison Memorial High School.

As used below, "BadgerBOTS" shall mean the school organized, For Inspiration and Recognition of Science and Technology Team #1306, known as the BadgerBOTS and its advisors, leaders, mentors, teachers, volunteers, agents and assigns or any third party designated and approved by BadgerBOTS at any time, including, without limitation, print, publication, television, broadcast, video, and development. As used below, "Participant" shall mean any individual, student, mentor, teacher, or volunteer involved in the BadgerBOTS competition or programs in any way, shape or form. In consideration of the acceptance of my participation in any BadgerBOTS competition and/or related programs, meetings, or events (collectively, the "competition"), I agree to the following:

I hereby grant to BadgerBOTS the right to photograph and/or video me during my participation in the competition. I further grant to BadgerBOTS, forever and throughout the world, the right to use these photographs and videos of my likeness, voice, and sounds during my participation, and to reuse or license the right to reuse such photographs and videos of my participation, and my name, likeness and biography, as BadgerBOTS may desire, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for BadgerBOTS, without further compensation to me or any limitation whatsoever. In granting this license, I understand that BadgerBOTS is not under any obligation to exercise any of their rights, licenses and privileges herein granted. Each such photograph and video shall be a work for hire and BadgerBOTS shall be deemed the owner of the copyright and/or trademark rights therein (and all applications, registrations and renewals resulting there from). If however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Consent, Release, Hold Harmless and Authorization to Reproduce Physical Likeness ("Release") shall constitute an irrevocable assignment of the worldwide copyright in the work to BadgerBOTS.

The undersigned being fully cognizant of the risks in participation in a competition, hereby assumes the risks of bodily injury (including, without limitation, death) and property damage, inherent in such participation. Except to the extent due to the gross negligence or willful misconduct of BadgerBOTS, to the fullest extent permitted by applicable laws, I hereby waive any claims or causes of action which I may now or hereafter have against BadgerBOTS arising out of my participation, and I will indemnify and hold harmless BadgerBOTS against any and all claims resulting from such participation.

I hereby release BadgerBOTS and their respective successors, affiliates, licensees and assigns from all claims, demands, liabilities, damages, costs and expenses (including, without limitation, attorneys' and other professional fees and expenses) that I may now or hereafter have against BadgerBOTS arising in connection with my participation in the competition and BadgerBOTS exercise of rights hereby granted, 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.

In the event I should sustain injuries or illness while involved in a competition, I hereby authorize BadgerBOTS to administer, or cause to be administered, such first aid or other treatment and medications I may bring as may be necessary under the circumstances, to include treatment by a physician or hospital of BadgerBOTS choice.

This Release shall be binding upon my heirs, personal representatives and assigns, and me and shall be governed by and construed under the laws of the State of Wisconsin without regard to conflicts of laws principles. Venue for any legal action arising out of or in connection with this Release shall be in Dane County, Wisconsin, and jurisdiction shall be vested exclusively in the District Court in and for Dane County, Wisconsin, or, if appropriate, in the Federal District Court for the District of Wisconsin. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

Participant Name \_\_\_\_\_ Date \_\_\_\_\_ School \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_

Home Address \_\_\_\_\_ Gender F M

T-Shirt Size: YM YL S M L XL XXL

Home Phone \_\_\_\_\_ Cellular Phone \_\_\_\_\_ Email \_\_\_\_\_

### If Applicable:

Father's Name \_\_\_\_\_ Home # \_\_\_\_\_ Work \_\_\_\_\_ Cellular \_\_\_\_\_

Mother's Name \_\_\_\_\_ Home # \_\_\_\_\_ Work \_\_\_\_\_ Cellular \_\_\_\_\_

Father's Email \_\_\_\_\_ Mother's Email \_\_\_\_\_

### For participants under the age of eighteen (18) years:

I hereby consent and agree to the above as the Parent/Legal Guardian of... \_\_\_\_\_, in which case "I", "me" and "my" likeness as used herein shall refer to said minor. (minor's name here)

Signature of Participant or Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

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**STUDENT**

Grade

School

Participant  
2008-2009