

Poway Unified School District

ASSUMPTION OF POTENTIAL RISK AND RELEASE OF LIABILITY
AGREEMENT FOR VOLUNTARY ACTIVITY

[X] Cocurricular

[X] Extracurricular

[X] Club

[X] ROP

[X] On Campus

[X] Off Campus

Education Code 35330 provides that any person attending a field trip or excursion must waive all claims against the school district and the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. Accordingly, I hereby waive all claims, which I may have against the Poway Unified School District, its officers, agents, and employees for injury, accident, illness, or death occurring during or by reason of the activity described below.

INSTRUCTIONS: THIS FORM IS INTENDED FOR TRIP PARTICIPANTS OTHER THAN PUSD EMPLOYEES, INCLUDING STUDENTS, PARENTS, AND APPROVED GUESTS.

X I, (Participant's Full Name) \_\_\_\_\_, have voluntarily decided to allow my child/or myself to participate in the activity or activities shown below:

Description of activity: See Robotics calendar for dates and times of events at

Date(s) of activity: www.teamspyder.org Time of Activity: [ ] A.M. to [ ] A.M. [ ] P.M. to [ ] P.M.

Location: \_\_\_\_\_

Name of Sponsoring School or Club: Robotics

If activity is off campus, transportation will be by: [ ] School Bus [ ] Charter Bus [ ] Private Auto [ ] Walking [ ] Airline [ ] Other \_\_\_\_\_ District policy states that students are not allowed to transport other students to or from activities.

1. Acknowledgement of Voluntary Participation. I, and/or participant, understand and acknowledge that my child's or my participation is NOT required by the School District, and that I voluntarily authorize participation in the above activity.

2. Assumption of Risk. I, and/or participant, understand and acknowledge that in order to participate in this activity I agree to assume liability and responsibility for any and all potential risks that may be associated with my participation therein.

The activity or activities may be physically demanding, and despite reasonable precautions taken by the School or District, or any of their officers, agents, or employees, to protect the participant, there are certain risks of personal injury and/or illness inherent in the activity, and that these may include but not be limited to:

- Sprains/strains •Communicable diseases •Fractured bones •Unconsciousness
•Head, face, or dental injuries •Loss of eyesight •Paralysis •Disability or death
•Other: \_\_\_\_\_

I, and/or participant, hereby acknowledge my intention to assume all risks stated above, including others not shown that may arise in connection with the activity.

3. Release From Liability. I, and/or participant, hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action against Poway Unified School District, its officers, agents, and employees for all losses, including personal injury or illness, temporary or permanent, wrongful death, property damage or disappearance, or expenses of any kind, that may arise from participant's engagement in, or activities related to the subject event(s), except where the primary cause of the loss is determined to be the gross negligence of the District, or any of its officers, agents, or employees.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING INFORMATION AND AM FULLY AWARE OF THE EFFECT OF SIGNING THIS AGREEMENT.

Medical Authorization: In the event of an accident or sudden illness, the school district has my permission to render whatever emergency medical treatment might be deemed necessary for my child.

X \_\_\_\_\_ ( ) \_\_\_\_\_
Date Signature of Parent or Adult Participant Home Phone Number

\_\_\_\_\_ ( ) \_\_\_\_\_
Date Signature of Student (if over 18 years of age) Work or Cell Number

## Photo/Video Release Form

I hereby grant Poway Unified School District permission to use my likeness in photograph(s) and/or video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by Poway Unified School District, in perpetuity, and for other use(s) by Poway Unified School District.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (Print) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home ( \_\_\_ ) \_\_\_ - \_\_\_\_\_ Work ( \_\_\_ ) \_\_\_ - \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

For those persons under the age of (18) years: I hereby consent and agree to the above as the Parent/Legal Guardian of

\_\_\_\_\_ (minor's name), in which case "I", "me", and "my" as herein shall refer to said minor.

\_\_\_\_\_  
Parent or Legal Guardian Name (Print)

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**VEX® ROBOTICS COMPETITION EVENT  
CONSENT, RELEASE, HOLD HARMLESS  
AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS**

Event(s): VEX Tournament Team #: 1622

Role (Please Circle):      Mentor/Adult                      Student Participant                      Volunteer

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement (Agreement) between the VEX® Robotics Competition, the Robotics Education and Competition Foundation, Inc., VEX Robotics, Inc., and officers, directors, employees and Designees of each of same (collectively, "VEX Robotics"), and Participant (defined below and referred to as "I", "Me", "My" and "Participant"). "Designees" includes those persons or entities managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and entities working with VEX® Robotics in print, publication, television, broadcast or video media) the VEX® Robotics Competition. As used in this Agreement, "Participant" shall mean any individual, student, mentor, teacher, volunteer, or other person or entity involved in a VEX® Robotics Competition event, including, without limitation, the VEX® World Championship Event.

In consideration of My participation in one or more VEX® Robotics Competition events, I agree to the following:

I hereby grant VEX Robotics the right to photograph, videotape, or otherwise digitally record or collect My name, biography, image, likeness, voice, sounds, plus any other information I provide, associated with My attendance at and/or participation in any VEX® Robotics Competition events. I further acknowledge that any works made by or for VEX Robotics ("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 VEX Robotics any and all such rights, including, without limitation, the right to use or sublicense 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 VEX® Robotics Competition and Vex Robotics Competition events, without any further consideration due to Me or any limitation whatsoever.

I recognize that there may be risks associated with attending and/or participating in a VEX® Robotics Competition event, including, without limitation, risks inherent in the construction and/or operation of robots, as well as in working with electrical connections, traveling to and from events, and participating in public competitions. 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. Except to the extent due to the gross negligence or willful misconduct of VEX Robotics, 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 VEX Robotics arising out of or connected to My participation in any VEX® Robotics Competition event (including, without limitation, the VEX® World Championship Event), and I will indemnify and hold harmless VEX Robotics against any and all claims against any such entity or person resulting from same.

I HEREBY RELEASE VEX Robotics and each of their respective successors, assigns, affiliates, licensees and agents from any and all claims, demands, liabilities, damages, costs and expenses, attorneys' fees, other professional fees and expenses, including, without limitation, 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 or hereafter arise against VEX Robotics arising in connection with my participation in any VEX® Robotics Competition event.

In the event I should sustain any injuries or illness while attending and/or participating in a VEX® Robotics Competition event, I hereby authorize VEX Robotics to administer, or cause to be administered, such first aid or other treatment and such medications as I may possess as reasonably suggested under the circumstances, including, without limitation, treatment by a physician or hospital of VEX Robotics' choice.

This Release shall be binding upon My heirs, personal representatives, and Me. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WHICH SHALL BE THE VENUE FOR ANY LEGAL ACTION. 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 UNDERSTAND THAT THIS FORM INVOLVES A RELEASE OF LEGAL RIGHTS.**

Participant Name [Print Clearly] \_\_\_\_\_ Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email address: \_\_\_\_\_

Gender: (Male) (Female)                      Date of Birth: Month: \_\_\_\_ Date: \_\_\_\_ Year: \_\_\_\_

For Participants under the age of eighteen (18) years listed above: I hereby consent and agree to all of the terms and conditions of this Agreement as the Parent/Legal Guardian of \_\_\_\_\_ (minor participant's name), in which case "I", "Me", "My" and "Participant" as used herein shall refer to said minor.

Print Parent or Guardian Name \_\_\_\_\_ Parent or Legal Guardian Signature \_\_\_\_\_