

2019 MATE Texas Regional ROV Competition

April 27, 2019

San Jacinto Maritime Technology and Training Center

La Porte, Texas 77571

WAIVER AND RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS.

WAIVER AND RELEASE

In consideration for receiving permission to participate in the 2019 MATE Texas Regional Student ROV Competition (hereafter referred to as "COMPETITION"), which is being organized by Monterey Peninsula College, a California public community college doing business as "The "Marine Advanced Technology Education Center" ("MATE"), MATE Inspiration for Innovation, a California nonprofit corporation ("MATE II"), and *San Jacinto College and the San Jacinto College Maritime Technology and Training Center*, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS MATE, MATE II, the city of Kingsport, Tennessee and its Aquatic Center, Eastman, *San Jacinto College and the San Jacinto College Maritime Technology and Training Center*, and each and every other organization involved with and/or sponsoring the COMPETITION, and their officers, directors, employees, agents, and volunteers (hereby collectively called the "ORGANIZERS") FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY "CLAIMS OR LOSSES") that may be suffered or sustained by me as a result of my participation in the COMPETITION or my use of equipment or facilities provided by the ORGANIZERS, including, without limitation, CLAIMS OR LOSSES FOR PERSONAL INJURY, WRONGFUL DEATH, OR LOSS OF OR DAMAGE TO PROPERTY.

It is my express intent that this **RELEASE, WAIVER, COVENANT NOT TO SUE, AND HOLD HARMLESS** shall bind me and the members of my family and spouse, if I am alive, and my heirs, executors, personal representatives and assign if I am deceased. In signing this **RELEASE, WAIVER, COVENANT NOT TO SUE** and **HOLD HARMLESS**, I acknowledge and represent that I have read the foregoing, understand it, and sign it voluntarily, and that no oral representations, statements, or inducements have been made in connection with it. Further, I acknowledge and agree that my right to participate in the COMPETITION is adequate consideration for the release, waiver, covenant not to sue, and hold harmless provided herein.

ASSUMPTION OF RISK

I fully understand and appreciate the potential dangers, hazards and/or risks inherent in participating in the COMPETITION and its associated activities and events, which could include but are not limited to the loss of life, serious bodily injury, or loss of or damage to property. My participation in the COMPETITION and its associated activities and events is completely voluntary and at my own risk. I VOLUNTARILY ASSUME ANY AND ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE COMPETITION, INCLUDING WITHOUT LIMITATION, RISK OF PERSONAL INJURY, INCLUDING DEATH, AND LOSS OF OR DAMAGE TO PROPERTY, WHETHER CAUSED BY AN ACT OR OMISSION on the part of the ORGANIZERS or otherwise.

INDEMNIFICATION AGREEMENT

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the ORGANIZERS of the COMPETITION from and against any Claims or Losses suffered or sustained by them (including attorneys' fees and costs), arising out of or connected with my acts or omissions as a participant in the COMPETITION and its associated activities and events.

APPLICABLE LAW; CONSENT TO JURISDICTION.

I agree that the above Waiver and Release, Assumption of Risk, and Indemnification Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to the conflict of laws rules thereunder. Further, I irrevocably consent to the exclusive jurisdiction for any dispute with ORGANIZERS of the state courts of Monterey County, California, or the United States District Court located in San Jose, California, and I further agree and expressly consent to the exercise of personal jurisdiction by such courts in connection with any such dispute, including any claim involving ORGANIZERS and each of their officers, employees, agents and volunteers.

SEVERABILITY.

I further expressly agree that the Waiver and Release, Assumption of Risk, and Indemnity Agreement set forth herein are intended to be as broad and inclusive as is permitted by applicable law, and if any provision thereof is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever then the validity, legality, and enforceability of the remaining provisions (including, without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired.

BY INDICATING MY ACCEPTANCE OF THIS WAIVER AND RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I AFFIRM THAT I HAVE READ AND UNDERSTAND THE ABOVE AND FULLY UNDERSTAND AND ACCEPT SUCH TERMS. I UNDERSTAND AND ACCEPT THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I FURTHER ACKNOWLEDGE THAT I ENTER INTO THIS KNOWINGLY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE BELOW TO COMPLETELY AND UNCONDITIONALLY RELEASE THE ORGANIZERS OF THE COMPETITION FROM AND AGAINST ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

By completing the information and signing below, I agree to all conditions stated above.

Name: _____

School or School-Affiliated Organization: _____

SIGNATURE: _____ Date: _____

Individuals under 18 years of age must have the consent of a parent or legal guardian.

I, the undersigned, being the Parent or Legal Guardian of the minor listed above and having legal capacity to act on his/her behalf, do hereby consent to the foregoing hold harmless agreement.

SIGNATURE: _____ Date: _____

Printed Name of Parent or Legal Guardian: _____

Waiver of Liability and Hold Harmless Agreement

This form MUST be completed by each participant prior to event, activity, or other participation.

1. I, _____, freely wish to participate in the 2019 International Student ROV competition (otherwise “Activity”) organized by the Marine Advanced Technology Education Center (“MATE”) and MATE Inspiration for Innovation (“MATE II”), and fully recognize and appreciate that I am in no way obligated or otherwise compelled to participate in this Activity. I release, waive, discharge, and covenant not to sue, or otherwise seek redress or compensation from MATE, MATE II, San Jacinto Community College District (“SJCCD”), SJCCD’s Board of Trustees, SJCCD’s officers, servants, agents, and employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of Releasees or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted.

2. I am aware of foreseeable risks and hazards connected with the Activity, and I voluntarily elect to participate in the Activity, and to engage in such Activity knowing that the Activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to my property, as a result of being engaged in such an Activity, whether caused by the negligence of Releasees or otherwise, regardless of foreseeability.

3. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court cost and attorney fees, that Releasees may incur due to my participation in the Activity, whether caused by negligence of Releasees or otherwise.

4. It is my express intent, being of sound mind and without any undue influence, that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, my spouse, my heirs, assigns and personal representative(s), and shall be deemed as a complete release, waiver, discharge, and covenant not to sue or otherwise seek redress or compensation from the above named Releasees. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

In signing this release, I acknowledge and represent that I have read and fully understand the above Waiver of Liability and Hold Harmless Agreement, and sign it voluntarily as my own free act and deed; no oral presentations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent, or have my parent or legal guardian’s signed consent affixed below; and I execute this Waiver of Liability and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same. My signature is affixed below.

Participant Name

Participant Signature

Date

Parent’s/Legal Guardian (if under the age of 18)

Parent/Legal Guardian Signature (if under the age of 18)

Date

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MEDIA RELEASE

I hereby grant to Monterey Peninsula College doing business as the "MATE Center" (the "MATE Center"), MATE Inspiration and Innovation ("MATE II"), Eastman, *San Jacinto College and the San Jacinto College Maritime Technology and Training Center*, and others acting on their behalf, the right to record my person and voice using audio, photographic, video, or other such techniques; to include my name, likeness, voice and biographical material in connection with these recordings; to use, reproduce, distribute, and exhibit such recordings in any and all media throughout the world without limitation; and to authorize others to do so, for any purpose which the MATE Center, MATE II, Eastman, and *San Jacinto College and the San Jacinto College Maritime Technology and Training Center*, and those acting pursuant to its authority, deem appropriate.

I hereby waive all rights of any nature in such recording(s) and the exhibition thereof. It is understood that this grant is provided in consideration of my right to participate in the ROV Competition organized and hosted by MATE Center, MATE II, Eastman, and San Jacinto College and the San Jacinto College Maritime Technology and Training Center, and that no compensation of any kind shall be due to or expected by me.

It is further understood that any and all images and recordings taken by me and/or my associates, including team members, instructors, mentors, and family members, may not be used for commercialized purposes without the expressed written consent of the MATE Center, MATE II, Eastman, and San Jacinto College and the San Jacinto College Maritime Technology and Training Center. I hereby waive all rights to commercialize any and all images and recordings taken by me of my person and voice and of any and all competition-related activities and events, including other competing teams, without the expressed written consent of the MATE Center, MATE II, Eastman, and San Jacinto College and the San Jacinto College Maritime Technology and Training Center.

By completing the information and signing below, you agree to the Media Release conditions stated above.

Name: _____

School or School-Affiliated Organization: _____

SIGNATURE: _____ **Date:** _____

Individuals under 18 years of age must have the consent of a parent or guardian.

I, the undersigned, being a Parent or Guardian of the minor listed above and having legal capacity to act on his/her behalf, do hereby consent to the foregoing media release agreement.

SIGNATURE: _____ **Date:** _____

Printed Name of Parent or Guardian: _____

2019 MATE ROV Competition

Participant Information Waiver

I give my voluntary consent for The MATE Center and MATE Inspiration for Innovation to contact me in the future to ask about my education, employment, and opinions on the MATE ROV competition and activities in which I have participated. I hereby consent to the use of all information provided by me by The MATE Center and MATE Inspiration for Innovation for purposes of evaluating and promoting the MATE ROV competitions and activities. Further, I give my voluntary consent for The MATE Center and MATE Inspiration for Innovation to use my name and date of birth to obtain information from third party sources regarding my education and/or employment as part of evaluating how participation in the MATE ROV competitions and activities affects students' educational and career pathways. I understand that my contact information will be protected from disclosure to others, and, specifically, that it will not be provided to third parties for solicitation purposes.

By completing the information and signing below, you agree to the Media Release conditions stated above.

Name: _____

School or School-Affiliated Organization: _____

SIGNATURE: _____ **Date:** _____

Individuals under 18 years of age must have the consent of a parent or guardian.

I, the undersigned, being a Parent or Guardian of the minor listed above and having legal capacity to act on his/her behalf, do hereby consent to the foregoing media release agreement.

SIGNATURE: _____ **Date:** _____

Printed Name of Parent or Guardian: _____

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PROXY REGISTRATION AUTHORIZATION

In consideration for receiving permission for my minor child to participate in the 2019 MATE Regional Competition name ROV competition organized by The MATE Center, MATE for Inspiration and Innovation, Eastman, and *San Jacinto College and the San Jacinto College Maritime Technology and Training Center* (collectively, the "Organizers"), I hereby authorize my child's teacher or mentor to complete an online Internet registration for the event referenced above.

As a condition for granting permission for my minor child's teacher or mentor to complete online Internet registration, I certify that I have read, understood, and signed the following documents:

1. The Active Network, Inc., Waiver and Hold Harmless Agreement;
2. The Organizers' 2019 Waiver and Release, Assumption of Risk, and Indemnity Agreement;
3. The Organizers' 2019 Media Release; and,
4. The Organizers' Participant Information Waiver.

I further certify that I have returned original signed copies of the above-referenced documents to the teacher or mentor.

Finally, I expressly authorize my minor child's teacher or mentor to complete an online Internet registration for the 2019 MATE Texas Regional Student ROV Competition. This includes completing all online forms, providing all personal and contact data, and providing payment for participation.

I declare and affirm that I am the parent or legal guardian of a student under the age of 18 years who is registering to participate in the 2019 MATE International ROV Competition. By executing this Proxy Registration Authorization, I hereby consent to my minor child's participation in such competition and his or her registration for such competition. If I declare or affirm falsely, I understand that the child for whom I am a parent or legal guardian may be denied eligibility to participate in this or any future MATE ROV Competition by the Organizers or any future organizers.

Full Legal Name: _____

Street Address: _____

City: _____ State/Province: _____

ZIP/Postal Code: _____ Country: _____

Minor Child's Name: _____

Mentor's Name: _____

School or Affiliated Organization: _____

Signature: _____

Place of Signing: _____ Date: _____