

AEROSPACE ROBOTICS COMPETITION™ (“ARC”) – CONSENT & RELEASE AGREEMENT

BROUGHT TO YOU BY STEM-ED INC. (“STEM-ED”)



Participant Name (full legal name): Gregorio Pacheco

If under 18 years of age, Parent/Guardian (full legal name): Yolanda Paulino

Participant Date of Birth if under 18 years of age [MM/DD/YYYY]: 08/14/2005

Participant Address: 125 W Lancaster Blvd

Participant Email: 212657@students.avhsd.org

If under 18 years of age, Parent/Guardian Email: yolandapaulino123@gmail.com

The Participant identified above (“Participant”) desires to participate (as a team member, coach, mentor, judge, or in some other manner) in the Aerospace Robotics Competition (ARC). In consideration and as a condition of allowing Participant to participate in ARC, and in recognition of STEM-ED’s reliance hereon, Participant (by his or her Parent/Guardian if under 18 years of age) agrees to all of the terms and conditions set forth in this Consent and Release Agreement. In addition, Participants are responsible for: completing all safety training for ARC; adhering to the ARC rule book; abiding by all instruction provided by ARC directors, officers, employees, volunteers, agents, affiliates, and successors; and, complete appropriate FAA certification to handle and control applicable air vehicles.

1. Participant (and/or the Parent/Guardian of a Participant under 18 years of age) is aware and understands that participation in ARC is a potentially dangerous activity and will expose Participant to risks of serious injury, illness, disability, death, and/or property damage, including, without limitation, injury from; building, lifting, and using electrical/mechanical quadcopters and quadcopter components such as propellers and batteries; using tools; other participants; being struck by semi- and fully autonomous air vehicles while in flight; being struck by dropped objects from ARC air vehicles; and COVID-19 and other contagious diseases. Participant (and/or the Parent/Guardian of a Participant under 18 years of age) understands that STEM-ED does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants in ARC. Participant, if 18 years of age or older, acknowledges and agrees that he/she is primarily responsible for his/her safety. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees that the Parent/Guardian is primarily responsible for the Participant’s safety and that the Parent/Guardian will monitor, as appropriate considering the age of the Participant and other factors, the Participant’s participation in ARC. **NOTWITHSTANDING THESE RISKS, PARTICIPANT (AND/OR THE PARENT/GUARDIAN OF PARTICIPANT IF UNDER 18 YEARS OF AGE) ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN ARC WITH KNOWLEDGE OF THE DANGERS INVOLVED. PARTICIPANT (AND/OR THE PARENT/GUARDIAN IF I AM UNDER 18 YEARS OF AGE), HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN ARC, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF STEM-ED (INCLUDING BUT NOT LIMITED TO ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND AFFILIATES) OR OTHERWISE.**

2. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that photographs, videotapes, and other recordings will be made of participants in ARC (the “Materials”), including the Participant. Participant (and/or the Parent/Guardian of a Participant under 18 years of age) consent to those Materials and the use thereof (i) as part of a record of ARC and (ii) to promote STEM-ED and ARC.

3. In consideration for STEM-ED inc. allowing the Participant to participate in ARC, Participant (and/or the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) hereby expressly waives and releases STEM-ED and (except as expressly provided below) including all STEM-ED directors, officers, employees, volunteers, agents, affiliates, and successors and assigns (collectively the “Releasees”) from any and all claims, now or hereafter known, for any injury of any kind to the Participant (and the Parent/Guardian), use of the Materials, or other damages that may occur as a result of the Participant’s participation in ARC, including without limitation any injuries or other damages that may be caused by the negligence of STEM-ED or any Releasees or otherwise (including without limitation negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc.), and agrees not to file any lawsuit or otherwise make any claim against STEM-ED. or any Releasee, and forever release and discharge STEM-ED and all other Releasees from liability under such claims. . The Participant (and/or

the Parent/Guardian of a Participant under 18 years of age) does not hereby release any claims against any individual person who intentionally causes injury to the Participant.

If one or more portions of this Consent and Release Agreement are found unenforceable, the remainder of the Consent and Release Agreement will remain enforceable.

PARTICIPANT (AND/OR THE PARENT/GUARDIAN OF A PARTICIPANT UNDER 18 YEARS OF AGE) HAS READ THIS CONSENT AND RELEASE AGREEMENT AND UNDERSTANDS THAT THIS CONSENT AND RELEASE AGREEMENT INCLUDES A WAIVER OF THE RIGHT TO MAKE INJURY CLAIMS THAT IS INTENDED TO BE LEGALLY BINDING, AND SHALL BE BINDING UPON MY HEIRS, EXECUTORS, SUCCESSORS, AND ASSIGNS. BY SIGNING BELOW, PARTICIPANT (AND/OR THE PARENT/GUARDIAN OF A PARTICIPANT UNDER 18 YEARS OF AGE) AGREES TO THIS CONSENT AND RELEASE AGREEMENT.

Participant Signature (of Participant if 18 years of age or older)

Participant Printed Name

Date

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this **Consent and Release Agreement**.

Signature of Parent/Guardian if Participant under 18

Parent / Guardian Printed Name

Date