

## **PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY**

Name of Youth Activity: 2024 SECME National Student Competition

College/Department Sponsoring Event: Herbert Wertheim College of Engineering - SECME

Location: Virtual Competition

### **READ CAREFULLY BEFORE SIGNING**

I hereby give permission for my child to participate in the 2024 SECME National Competition (Virtual). My students work will be anonymized and evaluated by SECME judges. Submissions can include writing, poster/logo designs, presentations, and/or videos. I understand if my child places 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> in the competition, their name and school will be posted to the SECME website and announced in the SECME newsletter.

### **PHOTO/VIDEO CONSENT**

I hereby give my permission for RELEASEES to photograph me or my child or otherwise record my or my child's image before, during and after my or my child's participation in said event(s), and to publish such image or depiction (all such photographs, videos, images, or depictions collectively referred to hereafter as the "Photographs") in any form of publication, including but not limited to print, electronic, video or Internet, with or without associating my or my child's name thereto. I further permit RELEASEES to use the Photographs, without my or my child's prior approval, for any legal purpose without payment or compensation to me or my child in any form. I agree that any intellectual property rights associated with such Photographs are the sole property of RELEASEES. I may not revoke the grants of permission and consent, covenants, understandings and agreements contained herein.

### **CONSENT TO LIMITED DATA COLLECTION**

I hereby give permission for the University of Florida Herbert Wertheim College of Engineering – SECME to collect information from me or my child for the limited purpose of Tournament registration and participation. I understand that this information will not be shared with any third-party, unless otherwise required by any third-party platform provider for participation. For additional information on the University's privacy policies, please visit <https://privacy.ufl.edu/privacy-policies-and-procedures/onlineinternet-privacy-statement/>

### **WAIVER OF LIABILITY**

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY OR MY CHILD'S PARTICIPATION IN THE EVENT(S) AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS RELEASEES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES OR DEMANDS OF ANY KIND OR NATURE, WHICH MAY ARISE IN CONNECTION WITH MY OR MY CHILD'S PARTICIPATION IN ANY ACTIVITY RELATED TO THE EVENT(S) AND RESULTING IN ANY ACCIDENTS, INJURIES, DAMAGES, OR PROPERTY LOSSES ARISING THERE FROM, HOWEVER CAUSED, INCLUDING THE NEGLIGENCE OF ANY PARTY, INCLUDING THE RELEASEES, WHETHER PASSIVE OR ACTIVE. By signing this Waiver, I hereby assume FULL RESPONSIBILITY for any risk of bodily injury, death, damages, or property losses due to the negligence of the RELEASEES or otherwise in connection with or related to my or my child's participation in the event(s), and agree that the RELEASEES may NOT be held liable or responsible in ANY way to me or my child as the participant, or my family, heirs, representatives, or assigns.

### **RELEASE AND ASSUMPTION OF RISK**

I understand that the terms and conditions contained within this PARTICIPATION CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT (WAIVER) serve as a release and assumption of risk for me or my child as well as my heirs, estates, executors, administrators and assignees. I hereby acknowledge and agree that it is my

obligation to make any necessary inquiries regarding possible risks and hazards from my or my child's participation, and regarding my ability, physically or otherwise, to safely participate in the event(s).

**In signing this WAIVER I ACKNOWLEDGE and REPRESENT that:**

(1) I have read the foregoing WAIVER, understand it and sign it voluntarily as my own free act and deed; (2) I am at least eighteen (18) years of age and fully competent; or have the signature of a parent or guardian below; (3) I execute this WAIVER for full, adequate and complete consideration fully intending to be bound by the same and intending to bind my heirs, successors, assigns, personal representative and estate; (4) I agree that this WAIVER is to be construed under the laws of the State of Florida, U.S.A. and that venue shall be in Alachua County, Florida. By signing this WAIVER, I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the remainder of the WAIVER shall continue in full legal force and effect.

I HAVE READ THIS, AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WAIVER HAVE BEEN MADE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IF MINOR PARTICIPANT:**

Printed Parent or Guardian Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_