

**After Math Robotics, Inc d.b.a. Leo Robotics**

**CONSENT, RELEASE, HOLD HARMLESS**

**AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS**

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement (“Agreement”) between the After Math Robotics, Inc (herein referred to as “After Math”) and officers, directors, employees and Designees of each, and Participant (collectively referred to herein as “I”, “me”, “my” and “Participant”). “Designees” includes those persons or entities (including third parties not affiliated with After Math Robotics, Inc. managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing (including individuals and third-party entities working with After Math in print, publication, television, broadcast or video media) participation in robotics. As used in this Agreement, Participant shall mean any individual, Parent or Guardian of a Participant under 18 years of age, student, mentor, teacher, volunteer, or other person or entity involved in robotics, including, without limitation, all activities included as part of the robotics program.

In consideration of my participation in robotics, I agree to the following:

I recognize that there may be risks associated with participating in robotics, including, without limitation, risks inherent in the construction and / or operation of robots, working with electrical connections, operating or handling tools or sharp object, traveling to and from events, and participating in activities that are part of competitive robotics. 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 robotics, I hereby fully and willingly assume those risks. 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 indemnify and hold harmless After Math against any and all claims against any such entity or person resulting from same.

I HEREBY RELEASE After Math and each of its respective employees, officers, directors, successors, assigns, affiliates, parent companies, licensees and agents from any and all claims, demands, liabilities, damages, costs and expenses, attorneys’ fees, other professional fees and expenses, including, without limitation, negligently failing to adequately investigate or screen coaches, mentors, volunteers, etc., 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 have or hereafter may arise against After Math in connection with my participation in robotics.

I understand that the CDC has declared a nationwide pandemic due to the spread of COVID-19. I am fully aware of the guidelines recommended by the CDC and health authorities in my jurisdiction regarding social distancing and the importance of hygiene.

I represent that:

- I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and / or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage and participate in robotics while following all rules set forth by After Math.

In consideration for my participation in robotics, I agree as follows:

1. **Assumption of Risk.** I fully understand that there are dangers, inherent and otherwise, with participation in robotics and engaging in participation in robotics during the COVID-19 pandemic. I further understand that my participation in robotics may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I hereby acknowledge that I am participating of my own free will in robotics and I agree to

assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in robotics.

2. **Medical Release.** In the event I should sustain any injuries while attending and/or participating in robotics, I hereby authorize After Math to administer, or cause to be administered, such first aid or other treatment and such medications as I may possess, as reasonably necessary under the circumstances, including, without limitation, treatment by a physician or hospital of After Math's choice.
3. **Waiver and Release of Liability.** I, intending to be legally bound for myself and my heirs, personal representative, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge After Math, its Committee members and their families, respective agents of After Math or their respective agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue After Math Committee or their respective agents, employees, and/or volunteers for any damages I incur in connection with participation in robotics. This release and waiver extend to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
4. **Compliance with All Rules.** I agree to obey all rules and regulations applicable to participation in robotics and instructions provided by After Math and their staff and volunteers during my participation in robotics.
5. **Miscellaneous.** I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by law. I further agree that this Agreement is severable and this if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

Participant understands that photographs, videotapes, and other recordings will be made of participants while participating in robotics, including the Participant.

Participant consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of participating in robotics and (ii) in promotion of Aftermath and other robotics related activities. I further acknowledge that any works made by or for After Math ("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 After Math any and all such rights, including, without limitation, the right to use or sub-license 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 After Math, without any further consideration due to me or any limitation whatsoever.

THIS RELEASE SHALL BE BINDING UPON MY HEIRS, PERSONAL REPRESENTATIVES, AND ME. FOR ANY DISPUTE OR CAUSE OF ACTION ARISING WITHIN THE UNITED STATES OF AMERICA, THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF INDIANA, AND SHALL BE SUBJECT TO ARBITRATION UNDER RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

ANY DISPUTE OR CAUSE OF ACTION IN CONNECTION WITH PARTICIPATING IN ROBOTICS ARISING OUTSIDE THE UNITED STATES OF AMERICA SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES, WITH THE APPLICABLE LAW BEING THE JURISDICTION IN WHICH PARTICIPATION IN ROBOTICS OCCURRED.

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 HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

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

**Participant:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Signature (if over 18 years of age): \_\_\_\_\_

**Parent or Guardian:**

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

By signing below the parent or court-appointed legal guardian agrees that they are also subject to all the terms of this document, as set forth above.

Name: \_\_\_\_\_

I certify that I am 18 years of age or older):

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