

# 2019 MATE Newfoundland and Labrador Regional ROV Competition

May 2<sup>nd</sup> – 4<sup>th</sup>, 2019

*Marine Institute*

*St. John's, NL, Canada*

## 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 Newfoundland and Labrador 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"), Eastman, and *Marine Institute*, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS MATE, MATE II, Eastman, *Marine Institute*, 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.

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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: \_\_\_\_\_