

# RECF Participant Release Form - Robotics and Drone Competitions

## RECF EVENT CONSENT, RELEASE, HOLD HARMLESS AND AUTHORIZATION AGREEMENT

This is a Consent, Release of Rights, Hold Harmless and Authorization Agreement ("Agreement") between the Robotics Education and Competition Foundation (RECF) and its officers, directors, employees, and Designees (collectively, "RECF"), and Participant. "Designees" include those persons or entities (including third parties not affiliated with RECF) managing, contracting, sponsoring, hosting, conducting, evaluating, or publicizing RECF Competitions and Events. 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 any RECF event.

In consideration of my participation in one or more RECF Events and Programs, I agree to the following:

### SECTION I: POLICY COMPLIANCE AND RECF AUTHORITY

**1. Policy Compliance.** I agree to follow all RECF policies including, but not limited to: *the Code of Conduct, Student Centered Policy, RECF Organization Policy, Technology Use and Security Policy, Youth Protection Policy*, and specific conduct and safety rules in the Game Manuals. I acknowledge that violation of any RECF policy, including engaging in illegal activities (including but not limited to drug use, theft, assault, prostitution or any criminal conduct), whether on or off event premises, may result in immediate removal from the event, permanent ban from future RECF events, and potential legal action. Failure to comply will result in individual, team, and/or organization removal from the event and/or the competition season.

**2. RECF Authority.** RECF personnel along with event volunteers including the Event Partner, Head Referee, and Judge Advisor have ultimate authority in evaluating all conduct concerns and determining outcomes at an event. The CEO, with the advisory of the RECF Board, has the final and binding authority in interpreting policies. As a governing body, RECF reserves the right to accept or reject any team and/or organization at its sole discretion, for any reason not prohibited by federal, state, or local law, and will determine the appropriate competition track for each participating team and/or organization. I agree that any disputes regarding such policy-related actions shall be resolved exclusively through RECF's internal processes as set forth in Section VI, article 15 of this Agreement, and I waive my right to pursue individual legal claims against RECF personnel for such actions. This waiver does not apply to claims arising from criminal conduct, gross negligence, willful misconduct, or intentional torts by individual personnel acting outside the scope of their official duties.

### SECTION II: INVESTIGATION COOPERATION AND EVIDENCE PRESERVATION

**3. Good Faith Reporting.** I agree to report policy violations in good faith and based on reasonable belief. I understand that filing complaints known to be false or made with intent to harass may result in disciplinary action, up to and including permanent removal from RECF programs. RECF retains the right to recover costs associated with investigating such complaints.

I acknowledge that this provision applies only to knowingly false or bad faith complaints and does not discourage legitimate reporting of concerns, even if unsubstantiated after investigation.

**4. Investigation Cooperation.** I agree to fully cooperate with any investigation conducted by RECF, including but not limited to: providing written statements, participating in formal interviews, producing relevant documents, and authorizing RECF to contact references or witnesses. If I am a parent or guardian of a minor participant, I authorize RECF to contact and interview my minor child in connection with any investigation, with myself and legal counsel present if requested, and I agree to make my minor child available for such interviews within a reasonable timeframe. Failure to cooperate may result in immediate suspension or termination from RECF Events.

**5. Device Access Authorization.** I authorize RECF to request access to and conduct forensic examination of any personal or organizational devices (including laptops, tablets, phones, and storage media) used by me (or my minor child) in connection with RECF Events, if such examination is deemed necessary during an investigation. While I retain the right to refuse such requests, I understand that refusal may be considered in RECF's determination of appropriate action, including removal from events or termination of participation.

**6. Evidence Preservation.** Upon notification of an investigation, I agree to immediately preserve all relevant evidence, including but not limited to: electronic devices, communications, documents, photographs, videos, and access logs. I agree not to destroy, delete, alter, or tamper with any such evidence. I understand that destruction or alteration of evidence may result in adverse inference and disciplinary action, including permanent ban from RECF events and/or Programs.

### SECTION III: ASSUMPTION OF RISK AND LIABILITY PROVISIONS

**7. Third-Party Conduct Disclaimer.** RECF is not responsible for and expressly disclaims any liability arising from the criminal acts, illegal conduct, or intentional misconduct of any individual Participant (including but not limited to students, volunteers, mentors, coaches, referees, judges, or other event personnel), or any third party not employed directly by RECF associated with RECF Events. Each Participant is solely responsible for their own conduct and compliance with all applicable laws. RECF's role is limited to organizing and facilitating Events. While RECF implements reasonable screening and safety measures as described in its policies, RECF does not guarantee the conduct of any individual participant or third party and is not liable for criminal acts or intentional misconduct of third parties, except to the extent such liability arises from RECF's own gross negligence, willful misconduct, or violations of mandatory legal duties.

\_\_\_\_\_  
Initial here

**For Adult Participants (Age 18 and Over):**

**8. Assumption of Risk (Adults).** I recognize that there are risks associated with attending and/or participating in an Event in any capacity (such as competitor, volunteer, mentor, coach, referee, judge, or other event personnel), including without limitation, a) risks inherent in the construction and/or operation of robots, working with electrical connections, operating or handling tools or sharp objects; b) risks associated with supervising, interacting with, or being in proximity to minors and other participants; c) risks related to event management, judging, refereeing, or other volunteer duties; d) risks of traveling to and from events and participating in public competitions; and f) risks of exposure to allegations or claims arising from interactions with participants or other attendees. 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 any such Event, I hereby fully and willingly assume those risks.

**9. Release and Waiver of Liability (Adults).** I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby release, waive, and discharge RECF and each of its respective employees, officers, directors, Committee members and their families, successors, assigns, affiliates, parent companies, licensees, agents, and volunteers from any and all claims, demands, liabilities, damages, costs and expenses (including attorneys' fees and other professional fees), whether caused by any active or passive negligent act or omission of RECF or their respective agents, employees, and/or volunteers, including without limitation:

- a. Negligently failing to adequately investigate or screen coaches, mentors, volunteers, referees, judges, or other event personnel;
- b. Negligent supervision or management of Event activities and participants;
- c. Claims for compensation, defamation, invasion of privacy, or reputational harm arising from Event participation or investigation of conduct complaints;
- d. Other infringements or violations of personal or property rights of any sort whatsoever;

that I may now have or hereafter may arise against RECF in connection with my participation in any Event in any capacity. To the fullest extent permitted by applicable laws, I hereby waive any claims or causes of action which I may now have or hereafter arise against RECF relating to or connected to my participation in any Event, and I will indemnify and hold harmless RECF against any and all claims against any such entity or person resulting from same. I promise not to sue RECF or their respective agents, employees, and/or volunteers for any damages incurred in connection with an Event. This release and waiver extend to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, except that THIS WAIVER DOES NOT APPLY TO CLAIMS ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL TORTS BY RECF, OR TO CLAIMS THAT TEXAS LAW PROHIBITS FROM BEING WAIVED.

**For Minor Participants (Under Age 18):**

**10. Parent/Guardian Acknowledgment of Risk (Minors).** As parent or guardian of a minor participant, I recognize that there are risks associated with my child attending and/or participating in an Event, including, without limitation, risks inherent in the construction and/or operation of robots, working with electrical connections, operating or handling tools or sharp objects, traveling to and from events, and participating in public competitions. These risks include the risk of injury (including serious bodily harm and even death) and property damage. I acknowledge these risks on behalf of my minor child.

**11. Limitation of Liability (Minors).** To the fullest extent permitted by applicable law, I agree that RECF's liability for any claims arising from my minor child's participation shall be limited to direct damages actually incurred, and shall exclude consequential, punitive, or exemplary damages, EXCEPT for claims arising from:

- Gross negligence or willful misconduct by RECF
- Violations of mandatory child safety laws
- Sexual abuse or assault
- Any claims that Texas law prohibits from being waived on behalf of minors

This limitation of liability is subject to applicable law, including Texas law governing parental authority to limit claims on behalf of minors.

**12. Indemnification.** I agree to indemnify, defend, and hold harmless RECF from and against any and all third-party claims, lawsuits, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to my (or my minor child's) criminal conduct, illegal activities, or violation of applicable laws during or in connection with any RECF Event, regardless of whether such conduct occurs on event premises.

**SECTION IV: MEDICAL AUTHORIZATION**

**13. Medical Release.** In the event I (or my minor child) should sustain any injuries or illness while attending and/or participating in an Event and the parent/guardian cannot be contacted in an emergency, I hereby authorize RECF to administer, or cause to be administered, such first aid or other treatment and such medications as I (or my minor child) may possess, as reasonably necessary under the circumstances, including without limitation, treatment by a physical therapist or hospital of RECF's choice.

<hr style="width: 20%; margin-left: 0;"/> <p><i>Initial here</i></p>
--

SECTION V: MEDIA RELEASE AND PUBLICITY RIGHTS

**14. Media Release.** I understand that photographs, videotapes, and other recordings will be made of participants at such Events, including myself (or my minor child). I consent to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Event and (ii) in promotion of RECF and other Events. I further acknowledge that any works made by or for RECF ("Works") are "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 RECF 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 any RECF Events, without any further consideration due to me or any limitation whatsoever.

SECTION VI: GENERAL PROVISIONS

**15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. For disputes arising outside the United States, the applicable law shall be the jurisdiction in which the Event occurred.

**16. Dispute Resolution.** I recognize and agree that RECF and its internal processes is the arbitrator for all policy-related disputes. For adult participants (age 18 and over), I further agree that any dispute arising from or relating to RECF Events or this Agreement shall be resolved through binding arbitration. For disputes arising within the United States, arbitration shall be conducted under the rules of the American Arbitration Association. For disputes arising outside the United States, arbitration shall be conducted under the rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Each party retains the right to legal representation in arbitration proceedings. The arbitrator's decision shall be final and binding. This arbitration agreement does not apply to claims that applicable law prohibits from arbitration.

In the event any dispute arising from or relating to RECF Events or this Agreement is not subject to arbitration under this Agreement (including disputes that applicable law prohibits from arbitration, or if the arbitration provision is found unenforceable), I agree that such dispute shall be brought exclusively in the state courts located in Hunt County, Texas, or in the United States District Court for the Eastern District of Texas, and I hereby irrevocably consent to the personal jurisdiction and venue of such courts. I waive any objection to venue or inconvenient forum and agree not to commence any action or proceeding relating to this Agreement in any other jurisdiction.

RECF reserves the right to recover attorneys' fees and costs in any dispute.

**17. Compliance with All Rules.** I agree to obey all rules and regulations applicable to an Event and instructions provided by RECF and their staff and volunteers during my (or my minor child's) participation in an Event.

**18. Severability.** 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 that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

**19. Entire Agreement.** 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.

**For questions or concerns, please contact RECF at [support@recf.org](mailto:support@recf.org). RECF policies referenced in this Agreement are available at [www.recf.org](http://www.recf.org).**

ACKNOWLEDGMENT

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.

\_\_\_\_\_  
*Signature of Participant if 18 years of age or older, or Parent/Guardian if Participant is under 18 years of age*

\_\_\_\_\_  
*Printed name of person signing*

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

*Participant name (full legal name):* \_\_\_\_\_

*If Participant is under 18 years of age, Parent/Guardian (full legal name):* \_\_\_\_\_

*Participant date of birth of under 18 years of age [MM/DD/YYYY]:* \_\_\_\_\_

*Participant address:* \_\_\_\_\_

*Participant (or Parent/Guardian if under 18) email:* \_\_\_\_\_

*Participant's emergency phone number:* \_\_\_\_\_