

# 2021 MATE Newfoundland and Labrador ROV Regional Competition

November 18<sup>th</sup> – 20<sup>th</sup>, 2021

*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 2021 MATE 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"), and *Marine Institute (Memorial University)*, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS MATE, MATE II, *Marine Institute (Memorial University)*, 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.

---

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: \_\_\_\_\_

# **2021 MATE Newfoundland and Labrador ROV Regional Competition**

November 18<sup>th</sup> - 20th, 2021

Marine Institute

St. John's, NL Canada

## **MEDIA RELEASE & VIDEOCONFERENCING CONSENT**

I hereby grant to Monterey Peninsula College doing business as the "MATE Center" (the "MATE Center"), MATE Inspiration and Innovation ("MATE II"), Marine Institute (Memorial University), and others acting on their behalf, the right to record my person and voice using audio, photographic, video, or other such techniques; to include my name, likeness, voice and biographical material in connection with these recordings; to use, reproduce, distribute, and exhibit such recordings in any and all media throughout the world without limitation; and to authorize others to do so, for any purpose which the MATE Center, MATE II, and Marine Institute (Memorial University), and those acting pursuant to its authority, deem appropriate.

I hereby acknowledge and consent to the use of and my participation in the videoconferencing platform Zoom for any and all competition-related activities and events. I have reviewed and consent to Zoom's Privacy Policy and Terms of Use linked here (Zoom's [Privacy Policy](#) and Zoom's [Terms of Use](#)). I agree to remain legally responsible for my actions on Zoom and acknowledge that Zoom is a third-party platform outside of the control of MATE Center, MATE II, and Marine Institute (Memorial University). In consideration of my participation in the ROV Competition via the Zoom platform, I agree to indemnify, defend, and hold harmless MATE Center, MATE II and others acting on their behalf from any liabilities related to my use of Zoom.

I hereby waive all rights of any nature in such recording(s) and the exhibition thereof. It is understood that this grant is provided in consideration of my right to participate in the ROV Competition organized and hosted by MATE Center, MATE II, Eastman, and *Marine Institute (Memorial University)*, and that no compensation of any kind shall be due to or expected by me.

It is further understood that any and all images and recordings taken by me and/or my associates, including team members, instructors, mentors, and family members, may not be used for commercialized purposes without the expressed written consent of the MATE Center, MATE II, and *Marine Institute (Memorial University)*. I hereby waive all rights to commercialize any and all images and recordings taken by me of my person and voice and of any and all competition-related activities and events, including other competing teams, without the expressed written consent of the MATE Center, MATE II, and *Marine Institute (Memorial University)*.

**By completing the information and signing below, you agree to the Media Release 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 guardian.**

I, the undersigned, being a Parent or Guardian of the minor listed above and having legal capacity to act on his/her behalf, do hereby consent to the foregoing media release agreement.

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

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

**COVID-19 ACKNOWLEDGEMENT AND ASSUMPTION OF RISK  
AND  
RELEASE AND WAIVER OF CLAIMS**

**COVID-19 SAFETY ACKNOWLEDGMENT:**

While participating in a MATE ROV Competition (the "Competition") held and organized by Joe Singleton and Paul Brett ("Regional Coordinator"), the undersigned attendee/participant/volunteer in the Competition agrees that he/she/they must comply with the policies and/or rules, as may be adopted by the Regional Coordinator and/or MATE Inspiration for Innovation ("MATE II"), to reduce the risk of exposure to COVID-19, such as, for example, the wearing of face coverings and "social distancing." Because COVID-19 is highly contagious, Regional Coordinator and MATE II may put in place preventative measures to reduce the spread of COVID-19. However, Regional Coordinator and MATE II cannot guarantee that attendees, participants, volunteers, vendors, or others in attendance at a Competition will not become infected with COVID-19 notwithstanding any policies and rules put in place.

Individuals who fall within either of the categories below should not attend or participate in a Competition. By attending any MATE ROV Competition, the undersigned **certifies** that:

1. He/she/they is(are) not currently experiencing any symptoms associated with COVID-19 and has not experience any such symptoms in the past 21 days, which symptoms include fever, cough, shortness of breath, or loss of the sense of taste or smell, among others symptoms, and that he/she/they have not experienced any such symptoms in the last 14 days.
2. He/she/they have not been exposed to a confirmed or suspected case of COVID- 19 within the past 21 days, or been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities or the health care professional(s) responsible for the undersigned treatment.

**DUTY TO SELF-MONITOR:**

Attendees, participants, and volunteers in any Competition agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, shortness of breath, and/or loss of the sense of taste or smell) and to contact Regional Coordinator immediately at Joe:(709)778-0604 Paul:(709)778-0556 if he/she/they experience(s) symptoms of COVID-19 while attending, participating in or volunteering at the Competition, or within 14 days after attendance, participation or volunteering at a Competition. If experiencing symptoms, any attendee, participant or volunteer should immediately cease attending the Competition.

**ASSUMPTION OF THE RISK.** The undersigned acknowledges and understands the following:

1. Attendance at or participation in a Competition includes possible exposure to and illness from infectious diseases, including but not limited to COVID-19. While compliance with particular policies and rules established by Regional Coordinator and/or MATE II may reduce this risk, the risk of serious illness and death does exist;
2. The undersigned knowingly and freely assumes all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of Regional Coordinator and/or MATE II and the Released Parties named below; and
3. The undersigned hereby knowingly assumes the risk of injury, harm and loss associated with attendance at or participation in the Competition, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of Regional Coordinator, MATE II, and the Released Parties named below.

**RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL CLAIMS, DEMANDS AND LIABILITIES OF WHATEVER KIND OR NATURE AGAINST REGIONAL COORDINATOR, MATE II, AND ANY OTHER HOSTS, SPONSORS, PARTNERS OR VENDORS OF ANY MATE ROV COMPETITION ATTENDED BY ME, INCLUDING IN EACH CASE, WITHOUT LIMITATION, SUCH PARTIES' DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO

DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY ATTENDANCE OR PARTICIPATION AT A MATE ROV COMPETITION OR MY VOLUNTEERING AT ANY MATE ROV COMPETITION, INCLUDING, SPECIFICALLY, ANY CLAIM OR DEMAND ARISING OUT OF MY CONTRACTING COVID-19 OR ANY OTHER INFECTIOUS DISEASE AT SUCH COMPETITION.

BY ATTENDING AND/OR PARTICIPATING IN A MATE ROV COMEPTITION, THE UNDERSIGNED IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

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

\_\_\_\_\_  
Signature of Attendee/Participant/Volunteer

\_\_\_\_\_  
Print Name of Attendee/Participant/Volunteer

# 2021 MATE ROV Competition

## Participant Information Waiver

I give my voluntary consent for The MATE Center and MATE Inspiration for Innovation to contact me in the future to ask about my education, employment, and opinions on the MATE ROV competition and activities in which I have participated. I hereby consent to the use of all information provided by me by The MATE Center and MATE Inspiration for Innovation for purposes of evaluating and promoting the MATE ROV competitions and activities. Further, I give my voluntary consent for The MATE Center and MATE Inspiration for Innovation to use my name and date of birth to obtain information from third party sources regarding my education and/or employment as part of evaluating how participation in the MATE ROV competitions and activities affects students' educational and career pathways. I understand that my contact information will be protected from disclosure to others, and, specifically, that it will not be provided to third parties for solicitation purposes.

---

**By completing the information and signing below, you agree to the Media Release 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 guardian.**

I, the undersigned, being a Parent or Guardian of the minor listed above and having legal capacity to act on his/her behalf, do hereby consent to the foregoing media release agreement.

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

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

# 2021 MATE Newfoundland and Labrador ROV Regional Competition

November 18<sup>th</sup> - 20<sup>th</sup>, 2021

Marine Institute

St. John's, NL, Canada

## PROXY REGISTRATION AUTHORIZATION

In consideration for receiving permission for my minor child to participate in the 2021 MATE Newfoundland and Labrador ROV competition organized by The MATE Center, MATE for Inspiration and Innovation, and Marine Institute (Memorial University) (collectively, the "Organizers"), I hereby authorize my child's teacher or mentor to complete an online Internet registration for the event referenced above.

As a condition for granting permission for my minor child's teacher or mentor to complete online Internet registration, I certify that I have read, understood, and signed the following documents:

1. The Active Network, Inc., Waiver and Hold Harmless Agreement;
2. The Organizers' 2021 Waiver and Release, Assumption of Risk, and Indemnity Agreement;
3. The Organizers' 2021 Media Release; and,
4. The Organizers' Participant Information Waiver.

I further certify that I have returned original signed copies of the above-referenced documents to the teacher or mentor.

Finally, I expressly authorize my minor child's teacher or mentor to complete an online Internet registration for the 2021 MATE Newfoundland and Labrador Student ROV Competition. This includes completing all online forms, providing all personal and contact data, and providing payment for participation.

I declare and affirm that I am the parent or legal guardian of a student under the age of 18 years who is registering to participate in the 2021 MATE International ROV Competition. By executing this Proxy Registration Authorization, I hereby consent to my minor child's participation in such competition and his or her registration for such competition. If I declare or affirm falsely, I understand that the child for whom I am a parent or legal guardian may be denied eligibility to participate in this or any future MATE ROV Competition by the Organizers or any future organizers.

Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Minor Child's Name: \_\_\_\_\_

Mentor's Name: \_\_\_\_\_

School or Affiliated Organization: \_\_\_\_\_

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

Place of Signing: \_\_\_\_\_ Date: \_\_\_\_\_