ILLUMINATE INNOVATION CHALLENGE

MENTOR CONSENT TO PARTICIPATE AND RELEASE AGREEMENT

The Participant identified below ("Participant") desires to participate (as a team member, coach, mentor, judge, volunteer, trainee, or in some other manner) in the *Illuminate Innovation Challenge* program hosted by The Luminosity Lab at Arizona State University. For detailed information about *Illuminate*, visit www.illuminatechallenge.com.

In consideration of and as a condition of allowing Participant to participate in a Program, The Luminosity Lab requires that the Participant agree to the terms of this Consent to Participate and Release Agreement (the "Agreement"). Participant understands that participation in the Programs is voluntary. Intending to be legally bound, Participant (or their parents or legal guardians, if Participant is under age 18) knowingly and voluntarily executes this Agreement on behalf of him/herself and their personal representatives, heirs, and next of kin. References to "Participant" in this Agreement include the Participant's parents or legal guardians if the Participant is under age 18, unless otherwise noted.

1. Assumption of Risk:
   (a) Participant understands that participation in the Program may expose Participant to risks of injury and illness including, without limitation, injury and illness resulting from building, lifting, and using electrical/mechanical robots and robot components; using tools; other participants; physical activities; COVID-19 (see below) and other infectious diseases; and other activities associated with participation in the Program. Participant understands that *FIRST* does not select, employ, supervise or otherwise exercise authority or control over the coaches, mentors, and other participants during their participation in the Program.
   (b) Participant acknowledges and agrees that they are primarily responsible for their safety. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees that the Parent/Guardian is primarily responsible for the Participant's safety and that the Parent/Guardian will monitor, as appropriate considering the age of the Participant and other factors, the Participant's participation in the Program.
   (c) COVID-19. Participant understands and agrees that participation in the Program presents certain risks and dangers to Participant, both serious and minor, arising from being exposed to the COVID-19 virus. COVID-19 is a disease caused by the virus SARS-CoV-2, declared by the World Health Organization to be a global pandemic. Participant understands that COVID-19 is considered highly contagious and is primarily spread from person-to-person, including by asymptomatic persons. COVID-19 is more likely to spread when people are in close proximity to one another. Participant understands that, while participating in a Program, Participant will be in close proximity to other persons, some of whom may be infected by, and able to spread, COVID-19.
   (d) Participant understands and acknowledges that, given the unknown nature of COVID-19, it is not possible to fully list each and every risk of contracting COVID-19. Nevertheless, some of the generally understood risks include health consequences, personal injury, illness, permanent disability and even death, and may include coughing, shortness of breath, difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, loss of taste or smell, pain or pressure in the chest, confusion, upper respiratory distress syndrome, pediatric multisystem inflammatory syndrome, and other symptoms and risks ("COVID-19 Exposure").
   (e) Participant understands and appreciates that COVID-19 risks are inherent in participating in a Program and that Participant may contract COVID-19 as a result of participating in a Program. Participant agrees that Participant knowingly assumes the risk of any and all COVID-19 Exposure. Participant understands and agrees that this Agreement waives and releases the right to

make any and all claims whatsoever related to COVID-19 Exposure and any and all claims for any resulting injury, disability, or illness up to and including death.

2. COVID-19 Symptom-Free Participation: Participant agrees that Participant will not participate in person in a Program if Participant or any individual residing in the same home as Participant has had any symptoms of COVID-19 during the 14 days preceding the date of participation or has tested positive for COVID-19. This requirement applies regardless of the vaccine status of Participant unless and until guidance is updated by public health authorities regarding the transmissibility of COVID-19 by individuals who have been fully vaccinated. Participant will comply with any COVID-19 screening or exposure control practices which may be adopted by *The Luminosity Lab* when participating in a Program and will also comply with any COVID-19 requirements of the state or local jurisdiction in which the Program is located.

3. Release of All Claims: In consideration for Participant's voluntary participation in the Program, Participant (or the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) assumes all risk of such participation and hereby releases *Arizona State University's The Luminosity Lab* and its directors, officers, employees, other participants, and agents ("*Illuminate* Releasees") from any and all claims, suits, liabilities, actions, and causes of action, including but not limited to claims of negligence on the part of *The Luminosity Lab* Releasees, which Participant, or their legal heirs, representatives, successors, conservators and assigns may have, now or in the future, which arise directly or indirectly from the Participant's participation in the Program. This release covers any property or personal loss or damage or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence or intentional wrongdoing) of the *Illuminate* Releasees.

4. Indemnification: Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to indemnify Releasees from and against any and all claims, suits, actions, causes of action including, but not limited to, claims of negligence, and any other liabilities, including attorneys' fees by any person arising out of, or resulting directly or indirectly from the Participant's participation in any Programs, including, but not limited to, damage to personal property caused by the Participant or injury of any person caused by the Participant.

5. Covenant Not to Sue: Participant agrees that they shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the *Illuminate* Releasees arising out of the Participant's participation in any Programs.

6. Consent to Record and Collect Personally Identifiable Information, and Ownership of Recordings:

    (a) Participant understands that live broadcasts, photographs, videotapes, and other recordings (collectively the "Recordings") may be made of participants in the Programs, including the Participant. Participant consents to those broadcasts, photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Program and (ii) to publicly promote *The Luminosity Lab* and the Programs.
    (b) Participant understands that *The Luminosity Lab* is the sole and exclusive owner of all right, title and interest in the Recordings including all copyrights and other intellectual property rights and that the Participant will not have any right to review and approve any such Recording before it is used or disclosed.
    (c) Participant (or the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) consents to the collection and processing of personally identifiable data, of the types and for the purposes expressed in *The Luminosity Lab* Privacy

Policy. *The Luminosity Lab* Privacy Policy is available at www.theluminositylab.com or by requesting a copy by emailing Team Support at luminosity@asu.edu. Participant acknowledges they have read, understand, and affirmatively consent to *The Luminosity Lab* Privacy Policy.

7. Entire Agreement/No Waiver: This Agreement represents the entire agreement between the parties with regard to the matters herein and supersedes any other agreement or understandings, whether written or oral, and cannot be changed unless agreed upon and signed by an authorized representative of *The Luminosity Lab* in writing. Any waiver of any obligation of either party to the Agreement by the other party shall not be construed to be a waiver of any other obligations or the same obligation on a future occasion.

8. Severability and Counterparts: The terms of this Agreement are independent of each other. If a term in the Agreement is deemed unenforceable by a court, the remaining terms shall remain in full force and effect. Multiple copies of this Agreement may be signed, all of which constitute one and the same agreement.

9. Jurisdiction Participant acknowledges and the validity, effect, and operation of this agreement shall be determined according to the laws of Arizona (but not its conflict of laws rules), and Participant agrees to submit to the jurisdiction of the state and federal courts located in Arizona.

* * *

Participant has read this Agreement and understands that it includes a release and waiver of the right to make any injury or damage claims (as described above) and that it is intended to be legally binding. By signing below, Participant (or the Parent/Guardian of a Participant under 18 years of age) acknowledges that they have read, understand, and agree to this Consent to Participate and Release Agreement.

Mentor Name Printed:

_____

Signature of Mentor (if 18 years or older):

_____

Mentor Phone Number:

_____

Mentor Email:

_____

Mentor's Team Name(s) (if applicable):

_____

Date: _____

Please submit a signed copy of this agreement to The Luminosity Lab at the link provided.