

2015 MATE Florida Regional ROV Competition

April 25, 2015

St. Petersburg, Florida

AGREEMENT AND WAIVER

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS.

In consideration for receiving permission to participate in the 2015 MATE Florida Student ROV competition (hereafter referred to as "COMPETITION"), which is being organized by the Marine Advanced Technology Education Center (hereafter referred to as "MATE"), the Marine Technology Society's ROV Committee (hereafter referred to as "MTS"), and the St. Pete Makers, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes MATE, Monterey Peninsula College (the MATE Center headquarters), MTS, the St. Pete Makers, and each and every organization involved with and/or sponsoring the COMPETITION, and their officers, directors, agents, volunteers, or employees (hereby collectively called the "ORGANIZERS") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGE TO PROPERTY, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained as a result of my participation in the COMPETITION or my use of equipment or facilities provided by the ORGANIZERS.

1. **ASSUMPTION OF RISK.** I fully understand and appreciate the potential dangers, hazards and/or risks, directly and/or indirectly, 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 loss of limb, or loss of property. My participation in the COMPETITION and its associated activities and events is completely voluntary and at my own risk. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained during or as a result of my participation in the COMPETITION and its associated activities and events, WHETHER CAUSED BY AN ACT OF COMMISSION OR OMISSION on the part of the ORGANIZERS or otherwise.

2. **INDEMNIFICATION.** I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the ORGANIZERS of the COMPETITION for any loss, liability, damage or costs, including court costs and attorneys' fees, that may occur as a result of my participation in the COMPETITION and its associated activities and events. It is my express intent that this COVENANT NOT TO SUE AND HOLD HARMLESS agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased. In signing this COVENANT NOT TO SUE and HOLD HARMLESS agreement, I acknowledge and represent that I have read the foregoing COVENANT NOT TO SUE and HOLD HARMLESS agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

3. **APPLICABLE LAW; CONSENT TO JURISDICTION.** I agree that the statutes and laws of the State of California, United States of America, without regard to conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. I irrevocably consent that the exclusive jurisdiction for any dispute with ORGANIZERS relating to this Agreement and Waiver resides in the courts of Monterey County, California, and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of Monterey County, California, in connection with any such dispute including any claim involving ORGANIZERS and each of their

officers, employees, volunteers, contractors, subcontractors, and each of their agents, representatives, successors, and assigns.

4. SEVERABILITY. I further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver 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. And, to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT AND WAIVER, I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND AND ACCEPT ITS 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 AGREEMENT AND WAIVER KNOWINGLY, FREELY, AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF 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: _____