

2010 Monterey Bay Regional ROV Contest **HOLD HARMLESS AGREEMENT**

The Marine Advanced Technology Education (MATE) Center and Monterey Peninsula College (MPC) organize an annual remotely operated vehicle (ROV) contest for middle and high school students in the Monterey Bay, San Jose, and San Francisco Bay regions. The contest includes support workshops and pool practice days held prior to the contest date. The contest, support workshops, and practice days take place at MPC, which is located in Monterey, California, and at the University of California, Santa Cruz.

The dates for these activities are as follows:

ROV-in-a-bag outreach workshops

Saturday, October 31, 2009
Saturday, November 7, 2009
Saturday, December 5, 2009
Saturday, December 12, 2009

Wiring workshops

Saturday, January 30, 2010
Saturday, February 6, 2010

Camera waterproofing workshop

Saturday, January 30, 2010

Pool practice days

Saturday, March 27, 2010
Saturday, April 10, 2010

Contest

Saturday, April 25, 2010

This HOLD HARMLESS agreement is to be completed and signed by each team member, instructor, and mentor prior to participating. Please turn in the forms at the day of attending the above events.

Individuals under 18 years of age must have a parent or guardian signature.

In consideration for receiving permission to participate in the 2010 Monterey Bay Regional ROV Contest and its associated support workshops and pool practice days (hereby called the "CONTEST") I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes the Marine Advanced Technology Education (MATE) Center, Monterey Peninsula College, and each and every organization involved with and/or sponsoring the CONTEST, 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 CONTEST or my use of equipment or facilities provided by the ORGANIZERS.

I fully understand and appreciate the potential dangers, hazards and/or risks, directly and/or indirectly inherent in participating in the CONTEST 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 CONTEST 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 CONTEST and its associated activities and events, WHETHER CAUSED BY AN ACT OF COMMISSION OR OMISSION on the part of the ORGANIZERS or otherwise. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the ORGANIZERS for any loss, liability, damage

or costs, including court costs and attorneys fees, that may occur as a result of my participation in the CONTEST 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.

By completing the information and signing below, you agree to the Hold Harmless conditions stated above.

Name: _____

School or Team: _____

Team Mentor Contact Email _____
(one email address must be provided per team)

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 hold harmless agreement.

SIGNATURE: _____ **Date:** _____

Printed Name: _____

Health problems of student(s): _____

Allergies to food products or medications: _____

List ALL medications that each student requires for such health problems or allergies:

Emergency contact (name and telephone number):

_____ ; (____) _____