



## PROGRAM PARTICIPATION AND RELEASE AGREEMENT

Shedd Midwest MATE ROV Competition (Program)

April 29, 2017 (dates of Program)

In exchange for my child/ward being allowed to participate in the Program sponsored by the John G. Shedd Aquarium (Aquarium), I acknowledge and represent that I am legally competent to agree to bind myself and my child/ward to each of the following provisions, and agree as follows:

### 1. Risks

I understand that any activity involves risks of injury and loss, both to person and to property, including the possibility of permanent disability and death. I understand that this Program Participation Agreement is intended to address all of the risks of any kind associated with participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of the Aquarium or its directors, officers, trustees, employees, agents, volunteers, successors, or assigns (collectively, the "Sponsors").

I understand that participation in the Program is voluntary and I voluntarily assume personal responsibility for any injury, liability, loss or damage arising from any and all risks, known and unknown, in any way connected with participation in the Program.

I, on behalf of myself and my child/ward, release the Sponsors from, and waive, all claims. I further agree that neither I nor my child/ward will sue the Sponsors for any liability, injury, loss, or damage involving me or my child/ward, including any claim for attorneys' fees, in any way connected with participation in the Program, whether or not caused in whole or part by the negligence or other misconduct of the Sponsors.

I agree to indemnify and to hold harmless (in other words, to reimburse and to absolve from responsibility) the Sponsors from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my or my child/ward's participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of the Sponsors.

### 2. Consent to Medical Treatment

I authorize the Sponsors to provide to me or my child/ward, customary medical assistance, transportation, and emergency medical services through medical personnel of the Sponsors choice in their sole discretion. I agree that this consent does not impose a duty upon the Sponsors to provide such assistance, transportation, or services.

### 3. Photographs and Videos

I understand and agree that photographs, audio recordings and videos are periodically taken of participants in the Program, and that the Sponsors may use my or my child/ward's photograph, name and likeness and performance in a video presentation in all media and formats. For valuable consideration, which is hereby acknowledged, I irrevocably transfer any rights or interests that I or my ward/child have or may have to such photographs, videos, or parts thereof (collectively the "Images"), to the Aquarium. I waive any privacy and publicity interests that I or my child/ward may have in such Images. I understand that the Aquarium may use, or not use, the Images at its discretion, for any lawful purpose.

### 4. Program Evaluation

I understand that the Aquarium wishes to assess program impact and learner change in order to maintain high caliber programs. I understand that evaluation may include contact and data collection before, during and after the Program and that possible evaluation methods may include, but are not limited to, surveys, focus groups, interviews, observations, project/product analysis, personal reflection, and video or audio

recording. I understand that I may contact the Aquarium at any time to determine what information about me or my child/ward has been collected, to confirm how that information is used, or to request that the Aquarium no longer communicate with or collect information about me or my child/ward. I understand the Aquarium will maintain confidentiality of my child/ward's evaluation data through reasonable efforts, as electronic and hard copy evaluation data and records, which will be privately and securely stored, and that any names or identities will be removed or replaced with pseudonyms prior to inclusion in evaluation reports, summaries, publications, and presentations.

**5. Participant Conduct**

I understand that I and my child/ward are expected to abide by the Program's rules and participate fully in the Program's activities and that the Aquarium, at its sole discretion, may dismiss participants from the Program should their behavior be considered unsafe, inappropriate or disruptive. I understand that the Aquarium shall not refund or reimburse any fees or expenses incurred if I or my child/ward is dismissed from the Program.

**6. Communication with My Child/Ward**

I understand that the Aquarium may wish to communicate with me or my child/ward from time-to-time on topics such as opportunities to participate in current or future programs, college and career planning as well as to respond to questions from my child/ward related to academic or extracurricular reports or projects. I understand these communications may take place electronically, e.g., through email, or other media. I understand that any information collected in conjunction with such communication will not be sold or transferred to third parties and that I may contact the Aquarium at any time to determine what information about my child/ward has been collected, to confirm how that information is used, or to request that the Aquarium no longer communicate with or collect information about me or my child/ward.

**7. Dispute Resolution.** I, on behalf of myself and my child/ward, agree that in the event of any dispute arising out of, relating to or in connection with this Agreement, the dispute shall be resolved exclusively by arbitration to be conducted only in Chicago, Illinois in accordance with the rules of the American Arbitration Association ("AAA"). On behalf of myself and my child/ward, we agree that discovery shall not be permitted except as required by the rules of AAA, that the arbitration award shall not include factual findings or conclusions of law, that no punitive damages shall be awarded, and that the costs of arbitration and the arbitrator shall be in accordance with the AAA Rules. I understand that any party's right to appeal or to seek modification of any ruling or award of the arbitrator is severely limited. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction in Cook County, Illinois at the time such award is rendered or as otherwise provided by law.

**8. Binding Effect, Severability and Applicable Law.**

This Agreement shall be binding upon me, my child/ward, my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Sponsors. I understand this Program Participation and Release Agreement is intended to be as broad and inclusive as permitted by the laws of Illinois and that if any portion of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

**THIS AGREEMENT IS A WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT. I HAVE READ IT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_