



Team 1389 Whitman Robotics Boosters, Inc.

LIABILITY WAIVER and RELEASE OF CLAIMS – School Year 2024-2025

Participation in the Tech and Tinker workshop (the “Event”) involves activity that is potentially dangerous. Your safety is, in large part, dependent on your attitude and your willingness to follow Team rules and safe practices as spelled out by Team 1389 Robotics.

This Liability Waiver and Release of Claims (the “Agreement”) is between you and your parent/guardian, and Walt Whitman High School, Montgomery County Public Schools, Board of Education members, Team 1389 Whitman Robotics Boosters, Inc. (the “Club”), club sponsors, mentors, employees, volunteers, and students. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland. In consideration of the opportunity to participate in the Event and/or other activities organized and/or involving the Club, you and your parent/guardian agree to the releases contained in this Agreement. You and your parent/guardian understand that all activities in which you engage and/or observe (or in which are engaged by others) are strictly voluntary, that there are certain dangers inherent in the activities held in connection with the Event, the Club and/or this Agreement and that it is possible that accident, property damage or loss, and/or personal injury could occur in connection thereto. You and your parent/guardian acknowledge that each of you have full knowledge of the risks involved in such activities and verify that you are physically able to participate in any activities in which you choose to engage.

1. You and your parent/guardian agree that whenever you are participating in Team 1389 Robotics and/or Event activities you will follow all team rules and Event rules. You will not use any tools or equipment until you have completed the safety test and you and your parent/guardian have signed this Agreement. You and your parent/guardian will accept responsibility for damages you cause.
2. You and your parent/guardian understand that participation involves physical activity that could result in injury. You will report any injury immediately after it happens. You and your parent/guardian assume all risks of injury.
3. You and your parent/guardian (including each of your/their heirs, successors, and assigns) hereby release Walt Whitman High School, Montgomery County Public Schools, Board of Education members, Team 1389 Whitman Robotics Boosters, Inc., club sponsors, mentors, employees, volunteers, and students (including their parents, stepparents, relatives and guardians) (collectively, the “Released Parties”) from any and all liability for losses that may

arise out of and/or in connection with your participation in the Event and/or other Team 1389 Robotics activities, whether based on negligence, recklessness, willful acts and/or omissions, or otherwise.

4. You and your parent/guardian will indemnify, hold harmless, and defend each of the Released Parties from and against any and all medical or other claims of any nature arising out of, or in any way related to, your participation in the Event or other Team 1389 Robotics activities during the school year 2024-2025. You and your parent/guardian agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland.

5. You and your parent/guardian have read, understood and agree to the terms of this Agreement. You have discussed the contents with your parent/guardian and have the consent of your parent/guardian to participate in the Event under the terms and conditions of this Agreement.

6. You and your parent/guardian covenant not to sue or threaten to sue any Released Party in connection with any of the claims released hereunder. You and your parent/guardian agree and acknowledge that the Club would not permit you to participate in any activities related to the Club and/or the Event without receiving an executed copy of this Agreement.

7. You and your parent/guardian agree that the Club may utilize your name, image, likeness and performance (as well as those of your parents and guardians if they are present at the Event) in any manner as the Club may see fit (and without any consideration to you and/or your parent/guardian), and with any approval thereof by you and/or your parent/guardian.

THIS WAIVER AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN THE STATE OF MARYLAND, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS WAIVER AND RELEASE, THE SUBJECT MATTER HEREOF, OR ANY BREACH HEREOF, SHALL BE BROUGHT IN A STATE COURT OF LAW LOCATED IN MONTGOMERY COUNTY, MARYLAND. BY EXECUTION OF THIS WAIVER AND RELEASE, YOU AND YOUR PARENT/GUARDIAN HEREBY (I) IRREVOCABLY ACCEPT THE JURISDICTION OF, AND WAIVE ANY OBJECTION I MAY HAVE TO THE LAYING OF VENUE IN, THE AFORESAID COURTS AND (II) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE AND RIGHT YOU AND/OR YOUR PARENT/GUARDIAN MAY HAVE TO A TRIAL BY JURY.

Student Name (print): _____
Student Signature: _____ Date: _____

Parent/Guardian Name (print): _____
Parent/Guardian Signature: _____ Date: _____

