sparkfun ELECTRONICS

SPARKFUN AVC 2017 WAIVER AND RELEASE

I am submitting this Participation Waiver and Release ("Waiver and Release") to SparkFun Electronics, Denver Maker Faire, Colorado Maker Hub, and such other entities that might be involved in the organization and effectuation of the "Autonomous Vehicle Competition and Combat Bots" (collectively, the "SparkFun AVC 2017 Entities") with the understanding that they will rely upon it.

In consideration of being permitted to participate as a driver, team member, on-track assistant or otherwise in one or more SparkFun AVC 2017 events (collectively the "Participation"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I acknowledge and agree as follows:

MY PARTICIPATION IS AT MY OWN RISK. I, ON BEHALF OF MYSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH ME OR ON MY BEHALF, HEREBY FOREVER AND UNCONDITIONALLY RELEASE AND HOLD THE SPARKFUN AVC 2017 ENTITIES, AND THE SPARKFUN AVC 2017 ENTITIES' AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, PRESENT AND FORMER EMPLOYEES, OWNERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, INSURERS, SHAREHOLDERS AND DIRECTORS, AS WELL AS THE FACILITIES WHERE THE SPARKFUN AVC 2017 HOSTS ITS EVENTS (COLLECTIVELY, "RELEASED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES IN ANY WAY ARISING OUT OF, OR RESULTING FROM MY PARTICIPATION, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR THE DEATH, INJURY, LOSS OR DAMAGE TO ME, TO ANYONE ELSE, OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS PARTIALLY CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I, ON BEHALF OF MYSELF AND/OR ANY PERSON OR ENTITY ACTING ON MY BEHALF, FURTHER AGREE TO DEFEND AND INDEMNIFY THE RELEASED PARTIES, AND TO HOLD THE RELEASED PARTIES HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) AND LOSSES OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF, OR RESULTING FROM, MY PARTICIPATION.

I represent and warrant that I suffer from no minor or serious physical injury, illness or disability that would make me especially susceptible to injury or disability in performing any activity contemplated by this Waiver and Release and that I fully comprehend and accept all of the risks associated with such participation.

In further consideration for my Participation, I hereby grant to Released Parties and its assigns the irrevocable, sub-licensable right and authority to use my name, signature, likeness, photograph, caricature and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to me.

Every provision of this Waiver and Release is intended to be severable. In the event that any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any case whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable; provided, however, any provision hereof declared illegal or invalid shall be deemed automatically replaced with a valid and enforceable provision having the maximum legal effect possible.

I UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS THAT I MAY HAVE AGAINST THE RELEASED PARTIES AND THAT NO ACTION WILL BE TAKEN BY ME OR ON MY BEHALF WITH RESPECT TO ANY SUCH CLAIMS OR RIGHTS, IT BEING UNDERSTOOD THAT THIS WAIVER AND RELEASE SHALL BE BE BINDING UPON, WITHOUT LIMITATION, MYSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH ME OR ON MY BEHALF.

_____

SIGNATURE OF PARTICIPANT DATE

_____

SIGNATURE OF PARENT OR GUARDIAN (if under 18 years of age) DATE

Printed Name of Participant:_____

Printed Name of Parent or Guardian:_____

Home Address of Participant:_____

Telephone/Email: T:_____ E:_____

Emergency Contact:_____ T:_____