

**PARTICIPANT RELEASE AND INFORMED CONSENT AGREEMENT (revised 02/1/2019)**

The undersigned, on behalf of myself if I am participating and/or my minor child listed below if he or she is participating (“**Participant**”), give permission for Participant to visit Learning Undefeated’s mobile laboratory, including but not limited to MdBioLab and/or Mobile eXploration Lab (“**MXLab**”), to take part in the activities of MdBioLab, MXLab, and Learning Undefeated, and to handle and use sensitive scientific equipment, computers, materials and chemicals.

In connection with and in consideration of Participant’s participation, the undersigned, on behalf of myself, Participant and any heirs, personal representatives and assigns, acknowledge, agree and consent as follows:

1. **Voluntary.** Participant’s participation is completely voluntary. Participant is not required to participate. The undersigned and Participant voluntarily assume all responsibility and all risk of loss, damage, illness and/or injury to person or property which Participant may sustain in connection with Participant’s participation.

2. **Follow Rules.** Participant will abide by and follow all applicable laws, all applicable rules and standards of conduct of MdBioLab, MXLab, and Learning Undefeated, and all directions and instructions of Learning Undefeated and Learning Undefeated personnel. Learning Undefeated reserves the right to limit or terminate Participant’s participation if, in the sole discretion of Learning Undefeated or Learning Undefeated’s personnel, Participant’s actions or conduct do not conform to the foregoing, or otherwise are dangerous, destructive or disruptive.

3. **Medical.** The undersigned and Participant represent and warrant: (a) that Participant has adequate medical, health and/or other insurance for participation and (b) that Participant has no physical, health related or other problems which would preclude or restrict Participant’s participation or otherwise render Participant’s participation dangerous or harmful to Participant or to others. Should Participant require emergency medical treatment or first aid as a result of illness or injury arising out of or relating to Participant’s participation, the undersigned and Participant consent to such emergency medical treatment or first aid.

4. **Release.** To the fullest extent permitted by law, the undersigned and Participant irrevocably release and discharge, and agree not to sue and to indemnify and hold harmless, Learning Undefeated, Technology Council of Maryland, Inc., and their affiliates, members, directors, officers, employees, volunteers, agents and representatives (“**Learning Undefeated Parties**”) from and against any liabilities, claims, demands and causes of action on account of any loss, damage, illness and/or injury to person or property arising out of or relating to Participant’s participation, whether due to negligence, mistake or other action or inaction of any person or entity. In no event is any Learning Undefeated Party liable for consequential, exemplary, extraordinary, incidental, indirect, special or punitive damages or for any damages whatsoever, whether in contract, negligence or other tortious action, arising out of or relating to Participant’s participation.

5. **Photos, Images.** Learning Undefeated has the right to take photos and record audio/video images of Participant, to use them, and to reveal or use Participant’s name in connection with them, for educational and/or promotional purposes. Any right to exhibit them (including on Learning Undefeated web site) is released irrevocably to Learning Undefeated, and any right, claim or interest that the undersigned and/or Participant may have to control the use of Participant’s identity or likeness in them, including libel or invasion of privacy is waived irrevocably. Any educational and/or promotional use of same may be made without compensation or consideration to the undersigned and/or Participant.

6. **Program Evaluation.** Participant agrees to participate in Learning Undefeated’s program evaluation surveys. Participant understands that no identifying information will be collected and identification of demographic is optional.

7. If any portion of this agreement is held invalid, the balance of this agreement, notwithstanding, continues in full force and effect.

8. The undersigned have read and fully understand this agreement and agree to its terms and conditions.

Signature of Parent/Guardian Having Care/Custody of Participating Minor	Name of Parent/Guardian	Date
Signature of Participant	Name of Participant	Participant’s Age
School/Organization	Emergency Telephone (For Participant)	