

LEARNING UNDEFEATED/TEXAS EDUCATION AGENCY PARTICIPANT RELEASE AND INFORMED CONSENT AGREEMENT

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 (1) to visit the Texas Mobile STEM Laboratory, (2) to take part in the program, an age appropriate engineering design challenge, and participate in a satisfaction survey after completing an activity, and (3) to handle and use scientific equipment, computers, and activity materials.

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 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 personnel, Participant's actions or conduct do not conform to the foregoing, or otherwise are dangerous, destructive, or disruptive.

3. **COVID-19.** The undersigned and Participant is fully aware, understands and accepts that, by participating in Learning Undefeated programs, events, and activities, Participant risks potential exposure to and illness from infectious, communicable diseases, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof. While following Federal and State guidelines and Learning Undefeated COVID-19 Guidelines and Protocol may reduce the risk, the risk of serious illness and death does exist. Learning Undefeated cannot, and does not guarantee, represent, or warrant that Participant will not contract a communicable disease, including but not limited to COVID-19, as a result of Participant's participation.

The undersigned and Participant knowingly and freely assume all such risks.

4. **Medical.** The undersigned and Participant represent and warrant that Participant has no physical, medical, health related or other problems (including, without limitation, to knowledge of undersigned and Participant, any communicable diseases, such as COVID-19), 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, undersigned and Participant consent to such emergency medical treatment or first aid.

5. **Release.** To fullest extent permitted by law, the undersigned and Participant irrevocably release and discharge, agree not to sue, and agree to indemnify and hold harmless Learning Undefeated, Texas Education Agency ("**TEA**"), the affiliates, members, directors, officers, officials, employees, sponsors, volunteers, agents, and representatives of Learning Undefeated and TEA, the other participants in the programs, events, or activities, and, if applicable, the owners and lessors of premises used to conduct such programs, events, or activities (collectively, "**Releasees**") from, for, and against any claims, demands, liabilities, and causes of action on account of any loss, damage, illness, injury, disability, and/or death to or of person or property arising out of or relating to Participant's participation in such programs, events, or activities, whether due to negligence, mistake or other action or inaction of any person or entity. In no event is any Releasee 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.

6. Photos, Images. Learning Undefeated, independently and on behalf of TEA, has the right to take photos and record audio/video images of Participant. Learning Undefeated and TEA have the right to use such photos and images for educational and/or promotional purposes. Any right to exhibit them (including on Learning Undefeated and/or TEA web sites) is released irrevocably to Learning Undefeated and TEA. Any right, claim or interest that 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 undersigned and/or Participant.

The undersigned and Participant have read this Participant Release and Informed Consent Agreement, fully understand its terms and conditions, understand that undersigned and Participant have given up substantial rights by signing it, acknowledge that it constitutes a binding agreement and promise, and sign it freely and voluntarily without any inducement.

The undersigned, as applicable, hereby certifies that undersigned is the parent/guardian with legal responsibility for Participant, hereby consents and agrees to his/her release as provided above of all Releasees, and, for myself, my heirs, assigns, and next of kin, undersigned hereby releases and agrees to indemnify and hold harmless all Releasees from any and all liability incidents to my minor child's involvement or participation in these programs, events, or activities, even if arising from the negligence of Releasees, to fullest extent permitted by law.

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