

PARTICIPANT CONSENT AND RELEASE AGREEMENT

Participant Name: _____

Role of Individual Signing this Form (PI, Advisor, Student, Parent, Other): _____

If Participant is under 18 years of age, Parent/Guardian Name: _____

Participant Date of Birth [MM/DD/YYYY]: _____

Participant Email/Phone (or Parent/Guardian if under 18 years of age): _____

Participant School: _____ Team: _____

The Participant identified above ("Participant") desires to participate (as a team member, team PI, advisor, mentor, or in some other manner) in the iGEM 2021 Competition ("Program"). As a condition of allowing the Participant to participate in the Program, iGEM requires that the Participant (by his or her Parent/Guardian if under 18 years of age) agree to the terms of this Consent and Release Agreement.

1. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that participation in the Program may expose Participant to biological laboratory procedures and protocols. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that iGEM does not select, employ, supervise or otherwise exercise authority or control over the teachers, mentors, and other participants in the Program. Participant, if 18 years of age or older, acknowledges and agrees that he/she is primarily responsible for his/her safety. The Parent/Guardian of a Participant under 18 years of age acknowledges and agrees that the Participant is primarily responsible for the Participant's safety and that the Team PI will monitor the Participant's participation in the Program.

2. In consideration for iGEM allowing the Participant to participate in the Program, Participant (and the Parent/Guardian of a Participant under 18 years of age for and on behalf of the Participant and the Parent/Guardian) assumes all risk of such participation and hereby releases iGEM and (except as expressly provided below) all of iGEM's directors, officers, employees, volunteers, and agents from any and all claims for any injury of any kind to the Participant (and the Parent/Guardian) or other damages that may occur as a result of the Participant's participation in the Program, including without limitation any injuries or other damages that may be caused by the negligence of iGEM or negligence of any of iGEM's directors, officers, employees, volunteers, or agents (including without limitation negligently failing to adequately investigate or screen mentors, volunteers, etc.), and agrees not to file any lawsuit or otherwise make any claim against iGEM or any of iGEM's directors, officers, employees, volunteers, or agents for any such injury or other damages. However, this release by the Participant (and the Parent/Guardian of a Participant under 18 years of age) is not intended to release any claims against any individual person who intentionally causes injury to the Participant.

3. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that photographs, videotapes, and other recordings will be made of participants in the Program, including the Participant. Participant (and the Parent/Guardian of a Participant under 18 years of age) consents to those photographs, videotapes, and other recordings and the use thereof (i) as part of a record of the Program and (ii) to promote iGEM and the Program.

4. Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that (s)he will have an online user identity with which to contribute to Participant's Team webpages on the iGEM websites. Participant (and the Parent/Guardian of a Participant under 18 years of age) consents to this online identity, including but not limited to the posting of the Participant's name, likeness, and website contributions, as part of the Program.

5. This Agreement shall be governed by the laws of the State of Massachusetts, without regard to any conflicts of law rules or principles that would result in the application of the laws of another jurisdiction. Each party hereto, hereby consents to, and confers nonexclusive jurisdiction upon the Federal courts of the United States of America located in Cambridge, Massachusetts, and appropriate appellate courts therefrom, over any action, suit or proceeding arising out of or relating to this Agreement.

Participant (and the Parent/Guardian of a Participant under 18 years of age) has read this document and understands that this Consent and Release Agreement includes a waiver of the right to make injury claims that is intended to be legally binding. By signing below, Participant (and the Parent/Guardian of a Participant under 18 years of age) agrees to this Consent and Release Agreement.

Signature: _____
(of Participant if 18 years of age or older, or Parent/Guardian if Participant under 18)

Date: _____