

# The Fall/Winter, Free-for-All - Rage in the Cage 2018

## COMPETITOR and ADVISOR AGREEMENT

THIS COMPETITOR and ADVISOR AGREEMENT (“Agreement”) is entered into by and between the Bloomsburg Area Robotics Team hereafter referred to collectively as “Producers”, on the one hand, and the combatant and all associated team members and affiliates set forth below (collectively, “Competitor”), on the other hand. The Producers and Competitor shall sometimes collectively be referred to as the “Parties.” The Producers intend to present a robotics combat tournament (“Tournament”) on **December 15<sup>th</sup>, 2018** at **Penns Valley High School, 4528 Penns Valley Road, Spring Mills, PA 16875**. The Tournament will feature the radio-controlled robots of Competitor and other competitors in one-on-one combat, as well as other forms of competition and demonstration. It is the purpose of this Agreement to set forth the terms and conditions of Competitor’s participation in the Tournament. Accordingly, in consideration of the Producers’ promotion of, and Competitor’s desire to compete in, the Tournament, the Parties agree as follows:

- 1. Nature of the Tournament** Competitor acknowledges that the Tournament will involve physical combat between robots operated by Competitor and other contestants. Such combat may result in significant damage to, or the complete destruction of, Competitors’ robot(s). Competitor acknowledges and expressly accepts the risk of loss of any robot(s) and property that Competitor uses to compete in the Tournament. Competitor shall not assert any claims for property loss against the Producers or any other person or entity that arise out of or are related to the Tournament.
- 2. Compliance with Rules, Regulations, and Instructions** Competitor agrees to comply with all of the Producers’ written and oral rules and regulations relating to the Tournament. To the extent that Competitor fails to comply with any of the Producers’ written or oral rules or regulations, the Producers may (in its sole discretion) disqualify that Competitor and/or the Competitor’s robot(s) from the Tournament.
- 3. Safety** it is essential that all robots competing in the Tournament operate safely. Competitor expressly warrants and represents that Competitor’s robot(s) complies with all of the Producers’ rules and regulations relating to design, construction, and safe operation. If, at any time, Competitor believes that a robot poses a risk of danger or injury to any person, Competitor shall immediately cease all operation of that robot. The Producers shall have unlimited discretion to disqualify a robot or an individual from competing in the Tournament for any reason. Release of Liability and Indemnity Notwithstanding the various efforts that will be made to ensure that the Tournament is safe, Competitor acknowledges that robotic combat is inherently dangerous and involves the risk of serious injury to competitors and spectators. Competitor expressly waives, releases, and holds harmless the Producers from all claims, demands, causes of action, damages, and/or liabilities that may arise from the Tournament and any preparations for the Tournament. Competitor expressly agrees to indemnify and hold harmless the Producers from all claims, demands, causes of action, damages and/or liabilities which may be suffered or incurred arising out of the design, maintenance, appearance, and/or operation of Competitor’s robot, including any intellectual property rights associated with the robot.
- 4. Grant of Rights** Except as set forth expressly in paragraph 6 below, Competitor agrees that the Producers shall have the perpetual non-exclusive right to display, use, and otherwise exploit all rights Competitor may hold in the following: (a) Competitor’s name, voice, likeness,

biographical data, and identity: (b) the design and appearance of Competitor's robot(s). It is agreed that the Producers shall have the right, but not the obligation, to film, photograph, and/or videotape the Tournament, including without limitation, events taking place prior to, during, and after the Tournament, in whole or in part, by means of any media and to commercially exploit the resulting product in perpetuity, by any means. The Producers shall have the sole and exclusive right to distribute, sell, license, exhibit, and in any other manner exploit all derivative works resulting from the Tournament and the filming, photographing, and videotaping thereof.

5. **Warranties** Competitor warrants that he/she/it owns or controls the robot entered pursuant to this Agreement and has the right to enter this Agreement and to grant to the Producers all of the rights, licenses, and privileged set forth above.

#### 6. **Miscellaneous**

(a) **Compliance with Rules, Laws, and Statutes.** In addition to the terms set forth in this Agreement, Competitor agrees to be bound by and comply with any other requirements of Penns Valley School District and to abide by all other laws, statutes, ordinances, and regulations which may be imposed by the Federal, State, or local governments.

(b) **Waiver, Amendment, Modification.** Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in other instances.

(c) **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

(d) **Assignment.** Competitor may not assign or delegate any rights or duties of Competitor under this Agreement without the prior written consent of the Producers. The obligations and duties of this Agreement shall be binding upon the Parties and their successors and permitted assigns, and the rights of this Agreement shall inure to the benefit of permitted successors and assigns. The Parties expressly agree that the Producers shall be permitted to assign, transfer, and/or encumber this Agreement in whole or in part in its sole discretion.

(e) **No Consequential Damages.** Under no circumstances will the Producers be liable to Competitor for any lost profits or any indirect, special, consequential, or punitive damages.

(f) **Further Assurances.** The Parties hereby agree to perform such acts and to prepare, execute, and file all documents or stipulations reasonably required to perform the covenants, to satisfy the conditions herein contained, or to give full force and effect to this Agreement.

(g) **No Obligation to Exercise.** The Producers shall not be obligated to exercise any right granted to it under this Agreement, and the Producers shall in no event incur any liability for failure to exercise any such right. The Producers may exercise, or decline to exercise, any right granted or created by this Agreement in the Producers' sole and complete discretion.

(h) **Notices.** All notices shall be in writing and shall be delivered personally by hand delivery or by United States Postal Service, certified, return receipt requested, Federal Express or other internationally recognized receipted overnight or courier service, postage prepaid to the intended Party at the following addresses: (1) If to **Bloomsburg Robotics Team: Bloomsburg Area High School, 1200 Railroad ST, Bloomsburg, PA 17815 ATTN Kirk Marshall** (2) If to Competitor or a team member or affiliate: the Addresses listed on the signature pages of this Agreement.

(i) **Independent Status.** For the purposes of this Agreement, Competitor shall be deemed to be an independent contractor and not an agent or employee of the Producers. Competitor shall not have

authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the Producers.

(j) Governing Law. The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed by the laws of the State of Pennsylvania. Any lawsuit arising out of or relating to this Agreement or the Tournament shall be filed in the Superior Court of Columbia County. In any such lawsuit, the Parties expressly waive their right to a trial by jury.

(k) Entire Agreement. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the National Robotics League and Competitor with respect to its subject matter, and supersedes all prior agreements, writings or understandings, whether oral or in writing.

(l) Team Captain or Coach

a. A single member of Competitor's team shall be selected by Competitor as the Team Captain or Coach. The Team Captain or Coach shall be clearly identified on the signature page of this Agreement.

b. It is understood by all parties that the **Team Captain or Coach shall be responsible for all members of Competitor's team.** Should any matter regarding lack of compliance to the Rules, conduct, behavior, etc. as described in this Agreement be brought to the attention of the Producers, the Team Captain or Coach will be responsible to remedy the situation.

c. A **Team Captain or Coach may not be younger than 18 years of age** at the date/time of signing of this Agreement.

#### **SIGNATURE OF TEAM CAPTAIN OR COACH**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **SIGNATURES OF TEAM MEMBERS AND AFFILIATES**

Name \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

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Name \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

If additional space is required, please reproduce this page and attach to this Agreement.  
Please bring this signed document to the competition and turn in at Registration.