



Participant Agreement & Video Release Form



All participants must sign this form regardless of participation track (in-person vs. virtual).

Participant Responsibilities

As a participant (“Participant”) in the *You Be The Chemist Challenge*® competition (“Challenge”), I have reviewed and will comply with the *You Be The Chemist Challenge*® Official Rules and any applicable Challenge format documents (the “Rules”), and I promise to conduct myself in accordance with any regulations on conduct set forth by the Challenge Organizers, officials, agents, and by the Chemical Educational Foundation® (CEF). I further understand that CEF reserves the right to terminate my participation in the Challenge for failure to comply with the Rules or instructions by CEF or Challenge Organizers. I hereby release and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates, from any liability, loss, damage, claim, or expense claimed for any injury, loss, or damage of any kind suffered by any one of them arising out of or in any way relating to the Challenge and its associated activities, including, without limitation, any liability arising from any claimed negligent supervision.

Parent/Guardian Responsibilities

As the parent or legal guardian of Participant (“Parent/Guardian”), I will comply with the Rules and have reviewed them in full with Participant. I acknowledge that I am charged with the sole legal responsibility for the care of Participant during the Challenge and together with Participant hereby jointly and severally release, indemnify, and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates, from any liability, loss, damage, claim, or expense claimed by Participant or by Parent/Guardian, on their own behalf, or on behalf of any one of them, for any injury, loss, or damage of any kind suffered by any one of them arising out of or in any way relating to the Challenge and its associated activities, including, without limitation, any liability arising from any claimed negligent supervision of Participant. I further understand that CEF reserves the right to terminate Participant’s participation in the Challenge for Participant and/or Parent/Guardian’s failure to comply with the Rules or instructions by CEF or Challenge Organizers.

Photo Release

Participant and Parent/Guardian hereby grant permission to CEF and Challenge Organizers, officials, sponsors, and agents to photograph, videotape, and/or record Participant and Parent/Guardian while participating in the Challenge and its associated activities and to use, display, print, publish, distribute, reproduce, license, transfer, copy, edit, adapt, modify, perform, transmit and otherwise use any such photographs, videotapes, and/or recordings taken at the Challenge, including any derivative works created therefrom, in any manner or medium (whether now existing or hereafter developed) throughout the world in perpetuity without further permission and compensation of any kind, for any purposes associated with CEF or the Challenge, including, without limitation, the advertisement, marketing, promotion of CEF and the Challenge by CEF, Challenge Organizers or CEF’s sponsors and for any lawful purposes of CEF, Challenge Organizers and CEF’s sponsors. Participant and Parent/Guardian hereby grant permission to CEF and Challenge Organizers, officials, sponsors, and agents to use, display, print, publish, distribute, reproduce, perform, transmit and otherwise use the name and biographical information of Participant or Parent/Guardian in connection with the use of the photograph, likeness or image of Participant or Parent/Guardian. Participant and Parent/Guardian agree that photographs, videotapes, and/or recordings of us taken at the Challenge will be the sole property of CEF and further waive any right to inspect or approve the promotional materials or finished product that may be used in connection with the photos and/or images. Participant and Parent/Guardian hereby jointly and severally release,

indemnify, and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates from any liability, loss, damage, claim, or expense arising out of the use of the name, biographical information, photograph, likeness or image of Participant or Parent/Guardian. Participant and Parent/Guardian acknowledge that they are not receiving any compensation for use of their name, biographical information, photograph, likeness or image.

Video Release

Participant and Parent/Guardian hereby grant CEF and Challenge Organizers, officials, sponsors, and agents a non-exclusive, royalty-free, unlimited, unrestricted, irrevocable, perpetual, worldwide, and absolute license to use, display, print, publish, distribute, reproduce, license, transfer, copy, edit, adapt, modify, perform, transmit and otherwise use any videos submitted for the YBTC Challenge competition by Participant and/or Parent/Guardian on behalf of Participant, including any derivative works created from such videos, in any manner or medium (whether now existing or hereafter developed) throughout the world in perpetuity without further permission and compensation of any kind, for any purposes associated with CEF or the Challenge, including, without limitation, the advertisement, marketing, promotion of CEF and the Challenge by CEF, Challenge Organizers or CEF's sponsors and for any lawful purposes of CEF, Challenge Organizers and CEF's sponsors. Participant and Parent/Guardian hereby grant permission to CEF and Challenge Organizers, officials, sponsors, and agents to use, display, print, publish, distribute, reproduce, perform, transmit and otherwise use the name and biographical information of Participant or Parent/Guardian in connection with the use of the video submitted for the Challenge competition. Participant and Parent/Guardian represent that the submitted video: (1) is Participant's own original work, created by the Participant, (2) does not infringe any third party proprietary rights, intellectual property rights, or privacy rights, and (3) does not contain content that is obscene, disparaging, defamatory, or otherwise inappropriate or unlawful. Participant and Parent/Guardian hereby jointly and severally release, indemnify, and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates from any liability, loss, damage, claim, or expense arising out of the use of the video submitted for the National Challenge competition. Participant and Parent/Guardian acknowledge that Participant is not receiving any compensation for use of the video or Participant's name and biographical information.

On behalf of the below minor, I have every right to contract for the Participant in the above regard. By completing this Participant Agreement (including the entering of the date and the names of Participant and Parent/Guardian in the signature lines below) and returning this Participant Agreement to CEF (and/or Participant's school representative for the Challenge), Participant and Parent/Guardian (1) acknowledge that they have read and understand the terms of this Agreement in its entirety and (2) agree to the terms of this Participant Agreement.

AGREED:

Date

Participant Signature

Date

Parent/Guardian Signature

Participant Name: _____

Parent/Guardian Name: _____

Relationship to Participant: _____

COVID-19 Liability Waiver

Participant and participant's parent/guardian ("Participant") acknowledges the contagious nature of the Coronavirus/COVID-19 and that the Centers for Disease Control and Prevention and other governmental or public health authorities recommend vaccination and wearing of masks to prevent the spread of the virus. Participant further acknowledges that there is no guarantee that these preventative measures will prevent the transmission of the virus.

Participant further acknowledges that CEF cannot guarantee that Participant will not become infected with the Coronavirus/COVID-19 by participating in the event hosted by CEF. Participant understands that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions or negligence of Participant and others, including, but not limited to, CEF's staff, contractors, the venue's staff, other participants, attendees, and their families.

Participant represents and confirms that:

1. Participant will not attend the event if Participant is experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
2. Participant will not travel internationally within fourteen (14) days prior to the event.
3. Participant will not attend the event if Participant travels through or to a highly impacted area within the United States of America within fourteen (14) days prior to the event.
4. Participant will not attend the event if Participant has been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 within fourteen (14) days prior to the event.
5. Participant will not attend the event if Participant has been diagnosed with Coronavirus/COVID19 within fourteen (14) days prior to the event.
6. Participant will following all CDC and local governmental recommended guidelines as much as possible and limiting any exposure to the Coronavirus/COVID-19.
7. Participant will wear a mask at all times while participating in the event and follow all other safety protocols established by CEF for individuals attending the meeting.

Participant hereby releases and agrees to hold CEF harmless from, and waive on behalf of Participant, Participant's heirs, and any personal representatives, any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to Participant and/or property that may be caused by any act, or failure to act of CEF.

Participant understands and agrees that this release discharges CEF, its officers, directors, employees, and contractors, from any liability or claim that Participant, Participant's heirs, or any personal representatives may have against CEF with respect to any bodily injury, illness, death, medical treatment or property damage that may arise from, or in connection to my participation in the CEF event.

AGREED:

Date

Participant Signature

Date

Parent/Guardian Signature

Participant Name: _____

Parent/Guardian Name: _____

Relationship to Participant: _____

E-mail: _____

School/Group Name: _____

School Address: _____

City, State, Zip Code: _____