

PRIVACY RELEASE AND COPYRIGHT LICENSE

I, [Name] _____ (“Participant”), an individual residing at

[Street/City/State/Zip] _____, in exchange for good and valuable consideration (which includes the right to participate in the National Invention Convention and Entrepreneurship Expo (“NICEE”)), the receipt of which is acknowledged by Participant, hereby grants the following rights to The STEMIE Coalition, Inc. (“STEMIE”) and its agents, representatives, licensees, assigns, publishers, and any other person or entity with whom STEMIE may contract for the use of the Materials and the Work defined below (collectively, with STEMIE, “STEMIE Users”).

Materials are defined as photographs, pictures and sound and video recordings created by STEMIE Users or NICEE that include the Participant’s name, likeness and/or voice. Work is defined as text, photographs, pictures and video recordings created by Participant and submitted to STEMIE or NICEE.

Participant grants STEMIE Users a perpetual, irrevocable worldwide right to use the Materials and a non-exclusive, perpetual, irrevocable copyright license to use the Work in all forms of media, including, but not limited to, print, broadcast or online materials designed for news, informational, educational, fundraising or other promotional purposes related to STEMIE Users and/or NICEE, such as websites and social media, news articles, television pieces, research articles, promotional videos and literatures, and research articles. The foregoing usage rights include the right to store, edit, reproduce, distribute, perform, display, create derivative works of the Materials and/or of the Work, and the right to obtain copyright registration of the Materials.

Participant hereby releases and agrees to hold harmless STEMIE Users from any liability arising from: (1) the creation, processing, or publication of the Materials, including, without limitation, any claims for libel or invasion of privacy; and (2) the use of the Work, including, without limitation, any claims of copyright infringement.

Participant has reached the age of 18 and has every right to contract in Participant’s own name or, the parent or legal guardian signing below has every right to contract for Participant. By signing, Participant (or parent/legal guardian, if applicable) acknowledge that Participant (or parent/legal guardian, if applicable) has read the above Agreement and is fully familiar with its contents.

Signature of Participant: _____ Date: _____

Signature of parent/legal guardian required if person named above as Participant is younger than 18.

I represent and warrant that I am the parent/legal guardian of the person named above as Participant and consent to this Agreement.

Name of parent/legal guardian (please print): _____

Signature of parent/legal guardian: _____ Date: _____

Participant Information, For Filing Purposes:

State Affiliate: _____

Email: _____ Phone Number: _____

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

[Name] _____ (“Participant”), an individual residing at

[Street/City/State/Zip] _____,

desires to participate in activities associated with the National Invention Convention and Entrepreneurship Expo (the "**Activities**"). As lawful consideration for the intangible value that Participant would gain by participating in the Activities, Participant agrees to all the terms and conditions set forth in this agreement (this "**Agreement**").

Participant understands that participation in the Activities will expose Participant to risks of injury including, without limitation, injury from: boarding buses and/or subway trains; crossing busy city streets; climbing stairs, riding escalators and using elevators; using tools, plugging electrical cords into sockets, lifting items and other such activities associated with setting up and demonstrating their invention; interacting with other adult and student participants; and student enjoyment activities, such as dancing. Participant understands that The STEMIE Coalition, Inc. ("**STEMIE**") does not select, employ or otherwise exercise authority or control over the chaperons, mentors, judges and other participants in the Activities. Participant (or their Parent/Legal Guardian), not STEMIE, is responsible for Participant’s safety.

Participant hereby expressly waives and releases any and all claims, now known or hereafter known in any jurisdiction throughout the world, against STEMIE, and its officers, directors, employees, volunteers, agents, affiliates, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to the Activities, including those claims arising out of the NEGLIGENCE of STEMIE or any Releasees. Participant covenants not to make or bring any such claim against STEMIE or any other Releasee, and forever releases and discharges STEMIE and all other Releasees from liability under such claims.

PARTICIPANT IS AWARE AND UNDERSTANDS THAT THE ACTIVITIES ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. PARTICIPANT ACKNOWLEDGES THAT THEY ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING THOSE CAUSED BY THE NEGLIGENCE OF STEMIE AND ALL OTHER RELEASEES (INCLUDING, WITHOUT LIMITATION, NEGLIGENCELY FAILING TO INVESTIGATE/SCREEN OTHER PARTICIPANTS IN THE ACTIVITIES, SUCH AS JUDGES, MENTORS, VOLUNTEERS AND STUDENTS).

Participant shall defend, indemnify and hold harmless STEMIE and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out or resulting from any claims of a third party relating to Participant.

This Agreement constitutes the sole and entire agreement of Participant and STEMIE with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement is binding on and shall inure to the benefit of the Participant and STEMIE and to their respective successors and assigns. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities, whether by agreement, by operation of law, or otherwise.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of Connecticut or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Connecticut and Participant hereby consents to the exclusive jurisdiction of such courts.

Participant has reached the age of 18 and has every right to contract in Participant's own name or, the parent or legal guardian signing below has every right to contract for Participant.

BY SIGNING, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE STEMIE AND ALL OTHER RELEASEES.

Signature of Participant: _____

Date: _____

Signature of parent/legal guardian required if person named above as Participant is younger than 18.

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