

The Ohio Academy of Science

Consent and Release Agreement

Your review and acceptance of this Consent and Release Agreement (the “Agreement”) is required for participation in Regional and State Science Days, the Annual Meeting, Buckeye Science & Engineering Fair, Ohio STEP, Project Board (via Engineering.com), and any other activity, service, program, or event (whether in person, online, or through some other medium) provided by, from, or through The Ohio Academy of Science (“OAS”) (collectively, the “OAS Program” or “OAS Programs”).

In consideration of the right, opportunity, and voluntary engagement of

_____ (the “Student”)

to attend, participate, or use OAS Programs in any capacity whatsoever, I hereby attest to and confirm that I,

_____, am the parent or legal guardian of the Student (collectively, “We”), and We hereby acknowledge and agree to the following:

1. We grant OAS, and its successors, assigns, agents, grantees, and licensees, the right to take and reproduce writings, photographs, films, and voice recordings of the Student while the Student participates in OAS Programs, in any capacity whatsoever, and to use the same and the Student’s name, image, photo, likeness, appearance, voice, and all other related material thereto, and any past, current, or future biographical information submitted to OAS (collectively, the “Student’s NIL”) for any and all legal purposes and in any manner, including but not limited to, commercial and noncommercial publications, promotional and marketing efforts, and advertisements of all kinds in any medium (and through any media) or format.
2. We grant OAS and its successors, assigns, agents, grantees, and licensees an irrevocable, perpetual, worldwide license for the right to use, copy, display, publish, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, or otherwise make use of the Student’s content for any legal purpose, including but not limited to, presentations of any kind, project materials, images, artistic designs, graphics, mockups, textual content, and other related materials, whether or not copyrightable, such as any and all information, materials, copyright, and other proprietary property or information that is used on or for or in connection with OAS Programs, or provided by, created by, or submitted by or from the Student in connection with any and all OAS Programs (collectively, the “Student Works”);
3. We irrevocably waive any right to inspect, review, or approve the use of any of the Student’s NIL or Student Works relating to any of the foregoing rights granted to OAS in this Agreement.
4. To the fullest extent permitted by applicable law, We forever releases OAS, and all of its past, present, and future affiliates, officers, directors, trustees, judges, peer-reviewers, committee members, employees, attorneys, agents, successors and assigns, licensees, and each of them, from any and all claims, liabilities, demand, actions, damages, violations, challenges, and causes of action whatsoever of any kind or nature resulting from, relating to, or arising out of the Student’s involvement, participation, or attendance in an OAS Program.
5. We agree to abide by all regulations and rules established by OAS including the Science Day Standards, Code of Conduct and all others.
6. We agree to release, discharge, and agree to indemnify OAS against any and all damages, actions, causes of action, claims, judgments, executions, debts, costs of litigation and attorney fees which may in any way arise out of, or result from, or relate to the use by the Student of the property and facilities owned, used, or rented by OAS or the involvement, participation, or attendance in an OAS Program.
7. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Franklin County, Ohio, and We hereby irrevocably consent to the exclusive jurisdiction of such courts.
8. This Agreement contains the entire agreement and understanding between and among the parties as to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements,

representations, and warranties, both written and oral, and shall be binding upon the undersigned and the undersigned's heirs, administrators, executors, and assigns. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

I, the Student, have read and understood the terms and conditions of this Agreement and agree to be bound by all of its terms and conditions. I assume all liability and obligations as set forth in the foregoing paragraphs.

Signature of Student

Print Name of Student

Address

Date

I, the parent or legal guardian of the Student named above, have the legal right to consent to and, by signing below, I hereby do give my express consent in all respects to the terms and conditions of this Agreement and agree that both the Student and I shall be bound by all of its terms and conditions. We assume all liability and obligations as set forth in the foregoing paragraphs.

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian

Address

Date

The Ohio Academy of Science reserves the right to change, modify, or update this Agreement at any time without notice.

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