

EDUCATE MAINE PARTICIPANT RELEASE AND INFORMED CONSENT AGREEMENT

The Maine Mobile BIOLAB is a state-of-the-art mobile science lab that will meet students where they live and learn and engage them in the life sciences. In addition to learning new skills in a hands-on environment, participants will gain a holistic understanding of the bioscience industry and opportunities available to them right here in their Maine communities. Participant safety is Educate Maine's number one priority. Educate Maine aims to provide a safe learning environment for students, teachers, and all guests who participate in programs in the classroom and mobile lab.

The undersigned, on behalf of myself if I am participating and/or my minor child listed below if he or she is participating ("**Participant**"), give permission for Participant (1) to visit the Maine Mobile BIOLAB of Educate Maine, (2) to take part in the programs, events, and activities of Educate Maine, and (3) to handle and use sensitive scientific equipment, computers, materials and chemicals.

In connection with and in consideration of Participant's participation, the undersigned, on behalf of myself, Participant and any heirs, personal representatives, and assigns, acknowledge, agree, and consent as follows:

1. **Voluntary.** Participant's participation is completely voluntary. Participant is not required to participate. The undersigned and Participant voluntarily assume all responsibility and all risk of loss, damage, illness and/or injury to person or property which Participant may sustain in connection with Participant's participation.

2. **Follow Rules.** Participant will abide by and follow all applicable laws, all applicable rules and standards of conduct of Educate Maine, and all directions and instructions of Educate Maine and Educate Maine personnel. Educate Maine reserves the right to limit or terminate Participant's participation if, in the sole discretion of Educate Maine or Educate Maine personnel, Participant's actions or conduct do not conform to the foregoing, or otherwise are dangerous, destructive, or disruptive.

3. **Medical.** The undersigned and Participant represent and warrant that Participant has no physical, medical, health related or other problems (including, without limitation, to knowledge of undersigned and Participant, any communicable diseases, such as COVID-19), which would preclude or restrict Participant's participation or otherwise render Participant's participation dangerous or harmful to Participant or to others. Should Participant require emergency medical treatment or first aid as a result of illness or injury arising out of or relating to Participant's participation, undersigned and Participant consent to such emergency medical treatment or first aid.

4. **Release.** To fullest extent permitted by law, the undersigned and Participant irrevocably release and discharge, agree not to sue, and agree to indemnify and hold harmless Educate Maine, the affiliates, members, directors, officers, officials, employees, sponsors, volunteers, agents, and representatives of Educate Maine, the other participants in the programs, events, or activities, and, if applicable, the owners and lessors of premises used to conduct such programs, events, or activities (collectively, "**Releasees**") from, for, and against any claims, demands, liabilities, and causes of action on account of any loss, damage, illness, injury, disability, and/or death to or of person or property arising out of or relating to Participant's participation in such programs, events, or activities, whether due to negligence, mistake or other action or inaction of any person or entity. In no event is any Releasee liable for consequential, exemplary, extraordinary, incidental, indirect, special, or punitive damages or for any damages whatsoever, whether in contract, negligence or other tortious action, arising out of or relating to Participant's participation.

The undersigned and Participant have read this Participant Release and Informed Consent



Agreement, fully understand its terms and conditions, understand that undersigned and Participant have given up substantial rights by signing it, acknowledge that it constitutes a binding agreement and promise, and sign it freely and voluntarily without any inducement.

The undersigned, as applicable, hereby certifies that undersigned is the parent/guardian with legal responsibility for Participant, hereby consents and agrees to his/her release as provided above of all Releasees, and, for myself, my heirs, assigns, and next of kin, undersigned hereby releases and agrees to indemnify and hold harmless all Releasees from any and all liability incidents to my minor child's involvement or participation in these programs, events, or activities, even if arising from the negligence of Releasees, to fullest extent permitted by law.

Signature of Parent/Guardian Having Care/Custody of Minor Name of Parent/Guardian Date

Signature of Participant Name of Participant Participant's Age

School/Organization Emergency Telephone (For Parent/Guardian)

Please complete and return this portion of the form ONLY if you do NOT wish for Educate Maine to photograph/record the participant and appearance on any recorded medium.

You have a right to opt out of inclusion in images/photographs and videos used for marketing, communications, and public relations purposes. If you do not opt out, you are aware that Educate Maine, independently has the right to take photos and record audio/video images of Participant. Educate Maine has the right to use such photos and images for educational and/or promotional purposes. Any right to exhibit them (including on Educate Maine and/or Maine Mobile BIOLAB websites) is released irrevocably to Educate Maine.

If you are electing to OPT OUT, please check the box below:

- DO NOT allow my child to be photographed, videotaped and/or audio taped during Educate Maine-sponsored activities and/or learning experiences.

Name of Participant: _____