CONSENT, RELEASE AND HOLD HARMLESS AGREEMENT

Name of University: _____

Role: ○ Faculty Advisor ○ Team Captain ○ Student Participant ○ Supporter

This Consent, Release and Hold Harmless Agreement (this "**Release**") is in favor of the American Society of Civil Engineers ("**ASCE**"), Pacific Southwest Regional Conference ("**PSWRC**"), and its officers, directors, employees, successors and assigns, as well as entities designated and approved to assist ASCE PSWRC in managing, contracting, sponsoring, hosting, conducting, evaluating or publicizing ASCE PSWRC's programs or events ("**PSWRC Events**"), including the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("**UNLV**") and also including individuals and entities working with ASCE PSWRC in print, publication, television, broadcast or video media (collectively, "**ASCE PSWRC's Cooperating Entities**"). As used below, "**Participant**" means any individual, student, mentor or teacher involved in a PSWRC Event. In consideration of accepting my participation in one or more PSWRC Events, I agree to the following:

I hereby grant to ASCE PSWRC, to ASCE PSWRC's Cooperating Entities, and to the press and media admitted into PSWRC Events the right to photograph, videotape, or otherwise digitally collect my likeness, voice and sounds (as "**Works**") during my participation at the PSWRC Event(s). I acknowledge the Works to be works made for hire, and otherwise irrevocably assign and grant to PSWRC and to ASCE PSWRC's Cooperating Entities all rights in these Works and the right to use or sublicense these Works and my name, likeness and biography, in PSWRC's discretion, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for PSWRC or the ASCE PSWRC's Cooperating Entities, without any further consideration to me or any limitation whatsoever. It is a ASCE PSWRC policy not to print a minor's name with his/her picture without specific permission from his/her parent or guardian.

There are risks inherent in participating in PSWRC Events, including the risks inherent in the construction of canoes made of concrete, racing the constructed canoes at Boulder Beach, Lake Mead, Nevada, as well as in working with electrical connections, traveling to and from events, and participating in public competitions. These risks include the risk of accidents, drowning, bodily harm (including death, dismemberment or disability), loss or destruction of personal property, injuries resulting from the acts or omissions of other participants, and risks associated with travel (including risk of disease, ground/air transportation, crimes against person/property and food-related illness or injury)). Being fully cognizant of the risks in participating in an PSWRC Event, I hereby assume those risks. **Except to the extent due to the gross negligence or willful misconduct of PSWRC or ASCE PSWRC's Cooperating Entities, to the fullest extent permitted by applicable laws, I HEREBY WAIVE AND RELEASE ANY CLAIMS OR CAUSES OF ACTION which I may now or hereafter have against PSWRC and ASCE PSWRC's Cooperating Entities, including UNLV, arising in connection with my participation in any PSWRC Event, and I will indemnify and hold harmless PSWRC and ASCE PSWRC's Cooperating Entities, including UNLV, against any and all claims resulting from such participation, including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever.**

In the event I should sustain injuries or illness while involved in a PSWRC Event, I hereby authorize PSWRC and ASCE PSWRC's Cooperating Entities to administer, or cause to be administered, such first aid or other treatments and medications I may bring as may be necessary under the circumstances, to include treatment by a physician or hospital of PSWRC's or ASCE PSWRC's Cooperating Entities' choice.

This Release shall be binding upon my heirs, my personal representatives and assigns, and me and shall be governed by and construed under the laws of the State of Nevada, which shall be the venue for any legal action. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all such previous agreements among the parties, whether written or oral.

_____ _____ _____

Participant Name (Print Clearly) **Participant Signature** **Date**

For participants under the age of eighteen (18) years listed above: I hereby agree to the above as the Parent/Legal Guardian of_____(minor's name), in which case "I", "me" and "my" as used herein shall refer to said minor.

_____ _____

Parent or Legal Guardian Signature **Print Parent or Legal Guardian Name**