

## Odyssey of the Mind Participant Waiver & Release

12400M

Brookfield Odyssey of the Mind is fortunate to continue during the 20/21 school year with the full support of Brookfield Public Schools. Teams will meet virtually. This will be creative problem solving at its best.

Connecticut Odyssey of the Mind (CTOM) will be providing tools and resources to facilitate this virtual environment and make this a positive experience for all involved.

Teams will compete at the state level virtually unless deemed safe to participate in person. Coaches will need to deliver materials to team members occasionally and are asked to maintain proper social distancing and wear a mask when doing so.

Signature on this Waiver and Release is required for all Odyssey of the Mind (“OM”) Activities sponsored by the Brookfield Board of Education (“Board”).

The Waiver is effective and will remain on file for the full school year.

Please read this document carefully before signing.

Whereas, the Board is a sponsor of the OM program, offered to eligible Brookfield students. This is to certify that the undersigned, as adult Participant or parent/guardian with legal responsibility for the child named below, a minor under the age of 18, (the “Participant”), hereby consents to Participant’s participation in the 2020-2021 OM program, associated activities including but not limited to associated travel and/or transportation), special events, competitions, tournaments, and field trips (collectively, the “Programs”) between Sept 1, 2020 and August 31, 2021 (the “School Year”) at various locations in Connecticut and naturally including, but not limited to all facilities of the Board.

As a condition of Participant’s participation in the Programs:

1. The undersigned represents and warrants that he or she has the requisite legal authority and capacity to execute this Release on behalf of Participant.
2. The undersigned, on behalf of Participant, hereby knowingly and freely assumes all risks both known and unknown, even if arising from the negligence of the Releasees or others, and assumes full responsibility for Participant’s participation.
3. The undersigned, on behalf of Participant, hereby represents that the Participant has no medical or other conditions that would create any risk to the Participant in performing the tasks relating to the Programs.
4. The undersigned hereby acknowledges and understands that Participant must obey all instructions from Programs staff regarding participation.
5. The undersigned, as adult Participant or parent/guardian with legal responsibility for the Participant, does hereby release, indemnify, and hold harmless the Board and the Town of

Brookfield, including its officers, agents, members and volunteers; and any person or persons in charge of running the program (the program director and coordinators), the Program Vendors, their respective affiliates, successors and assigns and the officers, directors, employees and agents of such parties and their affiliates, other participants, sponsoring agencies, sponsors, and advertisers, (the "Releasees") from any and all claims, demands, suits, costs (including attorneys' fees and litigation costs) and charges, in connection with or arising out of the provided program, with respect to any and all injury, disability, death or loss or damage to person or property incident to Participant's involvement or participation in the Programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. I understand that this release includes any claims based on negligence, action, or inaction of the Board, and the program directors, vendors, coordinators and volunteers.

This is a knowing and voluntary relinquishment of any rights and claims the undersigned, his/her spouse (if applicable) or anyone else may have on behalf of the Participant, and the undersigned does hereby acknowledge that such Participant would not be allowed to participate in the Program in the absence of receipt of this Release.

The undersigned has read this release and further agrees that no oral representations, statements or inducements apart from the foregoing waiver and consent have been made.

This Release remains in effect for all Program participation by the Participant for the duration of the School Year.

Participant Name

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Parent/Guardian Name

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Signature of Parent/Guardian

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Date \_\_\_\_\_

Adopted and Approved: 9/7/16  
REVISED: 10/9/2020

BROOKFIELD PUBLIC SCHOOLS  
Brookfield, Connecticut