# NCWIT ASPIREIT K-12 OUTREACH PROGRAM K-12 STUDENT PARTICIPANT CONSENT AND RELEASE

The National Center for Women & Information Technology a Colorado Nonprofit Corporation with offices located at 231 ATLAS Building, 1125 18th Street, Boulder, CO 80309-0322 ("NCWIT") desires to use the name, likeness, personal characteristics, and private information and publicize the name, likeness and personal characteristics of the individual named below ("Participant") for advertising, promotion, research and other commercial and business purposes. Additionally, NCWIT desires to use and publicize the works developed and created by Participant within the scope of Participant's participation in the NCWIT AspireIT Outreach Program (the "Program") for advertising, promotion, research, and other commercial purposes. NCWIT takes the privacy of Participants very seriously. All Authorized Uses, as defined herein, will conform with NCWIT's Privacy Policy found at www.ncwit.org/privacy.

In exchange for the intangible value Participant will gain by participating in the Program and other good and valuable consideration, Participant hereby gives NCWIT permission for the uses ("**Authorized Uses**") set forth in this Consent and Release ("**Agreement**").

#### CONSENT TO AUTHORIZED USES

#### **Right of Publicity:**

This section allows NCWIT to use Participant's name, photograph, video, etc. in future promotional materials for the Program.

Participant hereby irrevocably permits, authorizes, and licenses NCWIT and its affiliates, to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use Participant's name\*, image, likeness, appearance, voice, and other personal characteristics and all materials created by or on behalf of NCWIT that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created for advertising, public relations, publicity, packaging and promotion of NCWIT and its affiliates and their businesses, products and services, without further consent from or royalty, payment or other compensation to Participant.

Participant hereby irrevocably transfers and assigns to NCWIT Participant's entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. Participant acknowledges and agrees that Participant has no right to review or approve Materials before they are used by NCWIT, and that NCWIT has no liability to Participant for any editing or alteration of the Materials or for any distortion or other effects resulting from NCWIT's editing, alteration or use of the Materials. NCWIT has no obligation to use the Materials or to exercise any rights given by this Agreement.

\*for minor participants, NCWIT will only use the Participant's first name and last initial.

#### **License to Works Created Within the Scope of the Program:**

This section allows NCWIT to use any works created by the Participant during the Program in future promotional materials for the Program.

Participant and NCWIT acknowledge that Participant will create certain work product during Participant's participation in the Program ("Works"). Participant hereby grants NCWIT and its directors, agents, employees and affiliates, a perpetual, irrevocable non-exclusive license to use Participant's Works to promote NCWIT and its affiliates and their businesses, products and services, without further consent from or royalty, payment or other compensation to Participant.

#### **Consent for Program Partner to Provide Participant Information to NCWIT:**

This section allows the program host to send information the participant provides to NCWIT.

Participant acknowledges that the Program is not hosted by NCWIT and is hosted by an independent entity (the "**Program Partner**"). Participant hereby irrevocably grants the Program Partner the permission and right to share any information that Participant discloses to Program Partner in the scope of the Program with NCWIT. NCWIT shall only use such information for purposes consistent with the spirit and intent of the Program

### **Consent for NCWIT to Contact Participant:**

This section allows NCWIT to contact the Participant regarding the program.

Participant grants NCWIT the permission and right to contact Participant using contact information provided either directly to NCWIT or to NCWIT through the Program Partner. NCWIT shall only contact Participant for purposes consistent with the spirit and intent of the Program.

## RELEASE FROM LIABILITY

#### **Liability Release:**

This section states that Participant won't sue NCWIT.

Participant HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NCWIT, its directors, officers, agents, employees, successors and assigns (collectively, the "Releasees") FROM ALL LIABILITY TO Participant, Participant's personal representatives, assigns, heirs, and guardians FOR ALL LOSSES OR DAMAGES AND ALL CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Address:

Date: / /

| GREATEST EXTENT ALLOWED BY LAW.  |  |
|--|--|
|  | Participant Signature:**               |
|  | Participant Name:                      |
|  | Participant Date of Birth:/            |
|  | Address:                               |
|  | Date:/                                 |
| **IF PARTICIPANT IS A MINOR, UNDER 18 YEARS OF AGE, PARTICIPANT'S LEGAL GUARDIAN MUST SIGN BELOW AS WELL   |  |
| I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below I hereby do consent to the terms and conditions of this Consent and Release on behalf of Participant. |  |
|  | Parent/Legal Guardian Signature:       |
|  | Printed Name of Parent/Legal Guardian: |
|  | Parent/ Legal Guardian Email:          |
|  | Parent/Legal Guardian Mobile Phone:    |
|  |  |

# NCWIT EVALUATION PARENTAL CONSENT FORM

As part of your child participating in the NCWIT AspireIT program, we invite you and her to take part in a program evaluation examining the impact of the NCWIT AspireIT programs.

You and your daughter will be asked to complete brief surveys at the end of the program. Additionally, you both may be asked to talk with an NCWIT researcher at some point after the program ends.

Data collected by NCWIT for evaluation purposes will be treated as confidential within the bounds of the University of Colorado at Boulder. NCWIT will not share personal information outside of our own organization (Please see NCWIT Privacy Policy located at <a href="https://www.ncwit.org/privacy">www.ncwit.org/privacy</a>).

Taking part in this study is completely voluntary. If you or your daughter decide not to take part or to skip some of the questions, it will not affect her future participation in the NCWIT AspireIT program.

If you have questions, please contact NCWIT Aspirations Program Evaluator Dr. Lyn Swackhamer at lyn.swackhamer@ncwit.org.

I have read the above information and have received answers to any questions I asked. I consent for my

Child Signature\_\_\_\_\_