

**Must be completed for all Middle Level participants (adults and students)**



## ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION

The individual named below will participate in interscholastic Middle Level Speech and/or Debate contests from January 15, 2021 to April 30, 2021 (the "Program"). The Program is being run and organized by the Wisconsin High School Forensic Association, a 501(c)(3) nonprofit organization. The Program will be conducted online, featuring asynchronously assessed and viewable videos of student presentations, and for Debate, synchronous speaking and adjudication (assessment). This document ("Agreement") covers all aspects of participation in the Program. In this Agreement, "WHSFA" means the Wisconsin High School Forensic Association, its board members, officers, employees, volunteers, and agents.

1. Program Risks. I understand that participation in the Program involves risks that WHSFA cannot eliminate, including, among others, risk of property damage, illness, bodily injury, permanent disability, and death.
2. Assumption of Risk. I voluntarily take responsibility for all risks of participating in the Program.
3. Release. In exchange for WHSFA allowing participation in the Program, I release WHSFA from all legal and financial responsibility for any harm that I, my child, or our property might suffer as a result participation, even if the harm is caused by WHSFA's negligence.
4. Indemnification. I agree to indemnify and hold WHSFA harmless from (that is to say, I agree to pay or reimburse WHSFA for) any costs, penalties, legal fees, or judgments ("Costs") that WHSFA has to pay related to participation in the Program, even if the Costs resulted from WHSFA's negligence.
5. Governing Law and Jurisdiction. The laws of Wisconsin shall govern and the courts of Wisconsin shall interpret this Agreement.
6. Binding Agreement. This Agreement shall legally bind me, and my child, family members, spouse, estate, heirs, administrators, or personal representatives.
7. Severability. If a court decides that any part of this Agreement cannot be enforced, I agree to change that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Agreement will remain in effect.
8. Signature. I agree that I have read and understood this Agreement, I am competent to sign it, and I do so voluntarily and without relying on anything WHSFA wrote or told me except what is written above. I understand that I am free not to sign this Agreement and to not participate.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

Participant's Name (printed): \_\_\_\_\_ Birthdate (if under 18): \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant's Signature (if 18+ years old): \_\_\_\_\_ Date: \_\_\_\_\_

If participant is under 18, complete—

Parent/Guardian **Printed** Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## PERMISSION TO USE IMAGES AND RECORDINGS OF PARTICIPANTS AND THEIR WORK

During the course of the Wisconsin High School Forensic Association Middle Level Speech and Debate season from January 15, 2021 to April 30, 2021, including the WHSFA State Debate Festival in April 2021 ("the Program"), we may use photographs, videos, films, or other media to record or otherwise capture your image, voice, or material resulting their activities or performances (collectively, "Images and Recordings"). As described below, this form allows Wisconsin High School Forensic Association and its contractors, agents, and licensees ("WHSFA") to use those Images and Recordings.

In exchange for WHSFA allowing your participation in the Program, you agree to the following:

1. You grant to WHSFA the permanent right to use the Images and Recordings in all types of media in connection with the Program and for other purposes that support WHSFA's not-for-profit mission. This permission includes use of the Images and Recordings in any new types of media that might be developed in the future.
2. Neither you nor anyone else acting on your behalf, or behalf of your child (if signing on their behalf) will have any right to approve or be paid for WHSFA's use of the Images and Recordings.
3. Neither you nor anyone else acting on behalf of your child (if signing on their behalf) will have any right to make a legal claim as a result of WHSFA's use of the Images and Recordings, and any such claim is covered by the "Assumption of Risk, Release from Liability and Indemnification" that you have signed.

Participant's Name (printed): \_\_\_\_\_

Participant's Signature (if 18+ years old): \_\_\_\_\_ Date: \_\_\_\_\_

If participant is under 18, complete—

Parent/Guardian **Printed** Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Must be completed for Middle Level students only**



## PERMISSION FOR ONLINE LEARNING AND ELECTRONIC COMMUNICATION DURING THE COVID-19 PANDEMIC

During the COVID-19 pandemic in the 2020-21 school year, the Wisconsin High School Forensic Association (WHSFA) is offering your child the opportunity to participate in interscholastic Speech and Debate, which will run on SpeechWire.com, a cloud-based contest service platform, and NSDA Campus, and the 8x8 Jitsi video platform; collectively, "the Platform." If you would like your child to participate in this program, please complete this form.

The adult advisor/director at the school responsible for registering your child as a participant in the program will provide an email address (likely a school-associated email address), which your child will use as the primary means of accessing the Platform (login credentials and ability to reset password will be established with this email address).

In compliance with the Children's Online Privacy Protection Act (COPPA), parents (or legal guardians) of children under 13 years of age must consent to collections, uses, and disclosures of personal information of their children collected by entities such as the WHSFA on the WHSFA's websites and services, including the Platform, aforementioned. Further details are incorporated in the WHSFA Privacy Policy here: <https://www.whsfa.org/privacy-policy/>. Your child will not be allowed to participate if you do not complete this form for your consent, and so we have an emergency contact.

### HARASSMENT & DISCRIMINATION POLICY

The Wisconsin High School Forensic Association (WHSFA) is committed to fostering safe and supportive learning environments for all student participants and adults at our interscholastic events. This requires mutual respect on the part of all people present. Accordingly, WHSFA prohibits all forms of harassment and discrimination by and to any person, whether written or oral, based on race, color, religion, sex, gender identity or expression, sexual orientation, marital status, citizenship, national origin, age, disability, genetic information, or any other characteristic protected by any applicable federal, state, or local law. Individuals found to have violated this policy will be subject to a full range of sanctions, up to and including removal from the festival and when necessary, referral to appropriate authorities. WHSFA will utilize a reporting system for concerns to be addressed in a safe, confidential manner.

I request that my child be allowed to participate in the program described above. I give permission for program staff to communicate with my child by video link, email, or text messaging, such as chat. I also acknowledge the Harassment & Discrimination Policy.

Child's Name (printed): \_\_\_\_\_ Child's Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant's Signature (if 18+ years old): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian **Printed** Name: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_ Phone number: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_