

Washington State Department of Health

Washington Tracking Network Youth Science Competition

Entry Form

plus Copyright Agreement, Assumption of Risk, and Liability Release and Waiver

All Contestants must complete and sign this form. If you are a minor, you must also have the agreement and signature of a parent or legal guardian. Thank you!

Title of Your Submission: \_\_\_\_\_

Your Name (Contestant): \_\_\_\_\_

Are you 18 years old or older on the date you submit this form? Yes  No

Parent or Legal Guardian's name (if you are a minor):

\_\_\_\_\_

Telephone Number of Contestant, or Parent or Legal Guardian if you are a minor:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Email: \_\_\_\_\_

Contestant's Grade in School: \_\_\_\_\_

Name of School: \_\_\_\_\_

Understanding of Participation

By submitting my entry, and as a condition of my being permitted to submit my entry to the Competition, I,

\_\_\_\_\_, the Contestant, understand that:

- I am participating in the Competition sponsored by the Washington State Department of Health
- I have read this form and agree to the following:
  - I represent and warrant that my submission in the Competition consists entirely of my own work and materials and that no one from DOH has directed, supervised, or assisted me in the work, or provided any technology, software or other materials to me, other than data.

- I am solely responsible for my safety, the safe use of all materials, and all cyber security related to my use of the data provided, and any work or experiments conducted as a part of my submission.

### Release of liability

**I HEREBY ASSUME ALL RISK AND FULL RESPONSIBILITY FOR ALL HARM AND HEREBY RELEASE, WAIVE, DISCHARGE ANY CLAIMS THAT I OR MY ESTATE MAY HAVE AGAINST, AND COVENANT NOT TO FILE A CLAIM OR OTHERWISE SEEK RECOVERY FROM, DOH OR THE STATE OF WASHINGTON FOR ANY AND ALL LOSS OR DAMAGE ARISING OUT OF THE DEVELOPMENT OR PRESENTATION OF MY SUBMISSION, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF WASHINGTON AND THAT IF ANY PORTION THEREOF IS HELD INVALID, I AGREE THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

### Confirmation that your project is yours and DOH can use it

I represent and warrant that I own all right, title, and interest and have obtained all appropriate permissions and releases to grant DOH the right to use all content within my submission, which shall include but not be limited to, all right, title and interest to any patent, trademark, trade secret, copyright or other proprietary rights, including but not limited to, privacy and publicity rights, in and to my work and to enable DOH to use my work in any way it deems appropriate.

### Confirmation that you have the right to use everything you've included in your project

I further represent and warrant that I have obtained a Participant Release Form from any identifiable person who appears in, is heard in, has allowed the use of his/her name, likeness, or voice in the submission, or that has otherwise contributed to the work. If Participant is a minor, I have received the written consent of Participant's legal guardian.

### Permission for DOH to use and edit your project

**I HEREBY GRANT DOH AND ITS DESIGNEES A NON-EXCLUSIVE PERPETUAL, WORLDWIDE RIGHT TO EDIT, ADAPT, MODIFY, REPRODUCE, PROMOTE, PUBLISH, AND OTHERWISE USE MY WORK AND/OR ITS CONTENTS IN ANY WAY AND IN ANY MEDIA FOR PUBLISHING, ILLUSTRATION, ADVERTISING, PROMOTIONAL, AND/OR ANY OTHER PURPOSES, AS DOH AND/OR ITS DESIGNEES MAY DETERMINE OR SEE FIT, WITHOUT HAVING TO SEEK PERMISSION FROM, AND WITHOUT CONSIDERATION OR NOTIFICATION TO ANY PARTICIPANT OR ANY**

**THIRD PARTY.** I also agree that my work may, in DOH's sole discretion, be posted for viewing online at the Competition website, DOH's social media accounts and/or any other website or social media account as determined by DOH.

**I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DOH AND THE STATE OF WASHINGTON AND ITS EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED AS A RESULT OF THE CREATION OR DEVELOPMENT OF MY SUBMISSION TO DOH, OR THE FUTURE USE BY DOH, IN VIOLATION OF ANY TERMS CONTAINED IN THE OFFICIAL RULES, INCLUDING, BUT NOT LIMITED TO, COPYRIGHT INFRINGEMENT AND ANY FAILURE ON MY PART TO OBTAIN THE REQUIRED RELEASES.**

### Use of personally identifiable information

The Department of Health intends to use winning contestants' names as follows:

- Full first and last name, and city, in any news release.
- First name and last initial in social media.
- First name and last initial on our website.

**Please choose *\*one\** of these options below about what information we may use. The option you choose won't affect your chances in the competition. If you do not agree to any of these options, please do not submit a project to the Competition.**

I have had time to consult with an attorney or other advisor at my own expense if I chose to do so, and I, and my parent or legal guardian if applicable, have given full consideration to the ramifications of allowing the public use of my likeness and my name in any publication, including website entries and social media posts related to the Competition, and I have made the following decision:

I hereby grant DOH the right to use my likeness, including photographs and any recordings of me, my name, age, school and grade level in its publications, including website entries and social media, without payment or any other consideration. I understand and agree that these materials will become the property of DOH and will not be returned, although I may retain and use copies for my purposes. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness or name appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my work or likeness. I hereby hold harmless and release and forever discharge DOH from all claims, demands, and causes of action which, I, my heirs,

representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I hereby grant DOH the right to use only the following personal identifying information in its publications, including website entries and social media, without payment or any other consideration (select all that you allow):

DOH web pages

- Likeness
- First name only
- First name and last initial

Social Media

- Likeness
- First name only
- First name and last initial

News release

- Likeness
- First name only
- First name and last initial
- First and last name
- City of residence

I understand and agree that these materials will become the property of DOH and will not be returned, although I may retain and use copies for my purposes. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness or name appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my work or likeness. I hereby hold harmless and release and forever discharge DOH from all claims, demands, and causes of action which, I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I do not agree to the usage of my likeness, my name, or any other personally identifying information, in any publicity or publication related to the Competition and I understand that I will not receive public

recognition of my submission, except as it may be requested in a public records request. I further understand that despite this choice, DOH will retain the non-exclusive perpetual, worldwide rights provided in this agreement to use the submission.

Finally, I understand that DOH is a public agency that is subject to Chapter 42.56 RCW, the Public Records Act, and that all written or recorded parts of my submission and work are subject to release upon request, including any personally identifying and contact information. I understand that I will not be contacted prior to the release of this information upon request by a public records requestor.

Signature of Contestant: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed and confirmed –

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

**For any Contestant under the age of 18 a parent or legal guardian must also agree to all terms, waivers, copyright agreement and conditions herein and sign:**

I \_\_\_\_\_ (Print Name) am the Parent or Legal Guardian for \_\_\_\_\_.  
**I HAVE READ AND FULLY CONSIDERED THE CONTENTS OF THIS AGREEMENT AND AGREE TO ALL TERMS, ASSUMPTIONS OF LIABILITY, RELEASES WAIVERS, COPYRIGHT AGREEMENT, CONDITIONS, AND USE OF THE SUBMISSION, LIKENESS, AND PERSONALLY IDENTIFYING INFORMATION AS AGREED BY MY CHILD OR WARD AND TO MYSELF.**

Agreed and confirmed –

\_\_\_\_\_  
Signature of Parent or Legal Guardian Date: \_\_\_\_\_

**Do you have any questions about this form? Please email [washingtontrackingnetwork@doh.wa.gov](mailto:washingtontrackingnetwork@doh.wa.gov). We cannot provide legal advice, but can help provide answers about the contest you. Thank you for participating in the Washington Tracking Network Youth Science Contest!**