

# Carolina Combat Competitor Agreement

Carolina Combat Robots  
Lonnie Butler ("PROMOTER")  
1307 Hahn Ct.  
Fort Mill , SC 29715  
336-339-5825

Team

Name: \_\_\_\_\_

Primary

Builder(s): \_\_\_\_\_

Team

Members: \_\_\_\_\_

This COMPETITOR Agreement (this "AGREEMENT") is entered into by and among each person named as a "COMPETITOR" herein (each individually a "COMPETITOR"), on such COMPETITOR's behalf and on behalf of any Affiliate of COMPETITOR, on the one hand and PROMOTER, on the other hand, and sets forth the terms and conditions for each COMPETITOR's participation in PROMOTER's robotic competition to be held on September 23rd and 24th, 2022 at the Catawba Science Center 243 Third Avenue NE Hickory, NC 28601.

## Rules and Regulations

Each COMPETITOR has received the Rules and Regulations issued by the PROMOTER, and acknowledges that such Rules and Regulations are necessary to ensure the safety of competitors and spectators and the competitive nature of the EVENT. PROMOTER reserves right to change or modify the Rules and Regulations from time to time, in its sole discretion and as it deems in the best interest of the EVENT, the competitors, and the spectators. Each COMPETITOR, on COMPETITOR's own behalf and on behalf of each Affiliate of COMPETITOR, agrees to comply at all times with any Rules and Regulations and any other instructions or directives that may be issued from time to time by PROMOTER and its representatives whether written or oral. Each COMPETITOR agrees that PROMOTER and its representatives may, in their sole discretion, take any actions to control and/or prevent any robot or activity deemed by PROMOTER in its sole discretion to be unsafe, dangerous, and/or anti-competitive. As used in this AGREEMENT, an "Affiliate" of any person means all agents, employees, representatives, partners, joint ventures, affiliates, owners, officers, directors, shareholders, equity holders, parents, subsidiaries, predecessors, successors, licensees and assigns of such person, together with their respective shareholders, equity holders, officers, directors, agents and employees.

## Grant of Rights

Each COMPETITOR expressly agrees that PROMOTER and its agents, representatives and licensees shall have the right to photograph, film, videotape, or otherwise memorialize and exploit in any format (e.g., CD-ROM and digital), now known or hereafter devised, the EVENT and any related activities or events that take place prior to, during, and/or after the EVENT. PROMOTER shall have the right in perpetuity throughout the world to commercially exploit the EVENT, the appearance of any robot in the EVENT, and any film, photograph, video, or other memorialization of the EVENT, in any format and through any medium (including, without limitation, by motion picture, television (broadcast, cable, pay-per-view, satellite or otherwise), online, the Internet, CD-ROM, DVD, digital format, and/or sound recording). PROMOTER shall have the right in perpetuity throughout the world to exploit the EVENT, each robot's appearance in the EVENT, and any film, photograph, video, or other memorialization of the EVENT (in any format and through any medium) in any other manner now known or hereafter devised.

## Names of Team and Team Members.

If COMPETITOR is a member of a robot building team ("TEAM"), then each COMPETITOR hereby represents and warrants that such TEAM is identified, and all team members are identified as "competitors", in the spaces provided for such purpose on the pages appearing at the front of this agreement.

## Release of Liability.

Each COMPETITOR acknowledges that the EVENT involves mechanical robots engaged in combat, and that such an activity involves risks of serious injury to persons and damage to any robot competing in the EVENT. Each COMPETITOR and all Affiliates thereof expressly release, waive, discharge, and hold harmless PROMOTER and its Affiliates from any and all claims, demands, causes of action, damages and/or liabilities (including, without limitation, attorney's fees and court costs) ("CLAIMS") that may arise or be caused, whether negligently or otherwise, in connection with the EVENT and/or the participation of such COMPETITOR in, and preparations for, the EVENT, including, but without limitation, CLAIMS related to personal or bodily injury, and CLAIMS related to damage to a robot. Each COMPETITOR and each Affiliate thereof further agree to indemnify and hold harmless PROMOTER and its Affiliates from any and all CLAIMS that may be asserted against PROMOTER related to the design, maintenance appearance, and/or operation of any robot of any COMPETITOR, and any intellectual property rights related thereto.

## Representation and Warranties.

Each COMPETITOR represents and warrants that (a) Each COMPETITOR is authorized to enter into this agreement on behalf of such COMPETITOR and all Affiliates of COMPETITOR; (b) If any COMPETITOR is not an individual, then such COMPETITOR is duly formed, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation, that such COMPETITOR is fully authorized to enter into and perform its obligations under this AGREEMENT, and the individual executing and delivering this AGREEMENT on behalf of COMPETITOR is duly authorized to do so; (c) The COMPETITORS own or have the exclusive right to license any and all trademarks displayed on any of the COMPETITORS' robots and other equipment, and any and all other rights related to any of the COMPETITORS' robots, and that in connection with the EVENT and this AGREEMENT, no COMPETITOR is infringing any intellectual property rights of any other person, including, without limitation, any rights in trademark, trade dress, copyright, patent, trade secrets, and/or rights of publicity; and (d) No COMPETITOR's robot which is participating in the EVENT is the subject of any pending litigation or, to COMPETITOR'S knowledge, threatened litigation. Without limitation to the foregoing representations, each COMPETITOR understands that (i) robot names which are confusingly similar to trademarks held by third parties, and (ii) robots which employ existing "off-the-shelf" toys or other items which embody the copyrights, trademarks or other intellectual property rights of third parties, do or may infringe on third-party intellectual property rights unless the owners of such intellectual property rights consent in a written agreement acceptable in form and

substance to PROMOTER in its sole and complete discretion. Incorporation and use of infringing elements may constitute a breach of this paragraph 3 and may make it difficult or impossible for PROMOTER to have toys or other merchandise made from any robot of any COMPETITOR. All representations, warranties and obligations of each COMPETITOR, or any or all of them, under this AGREEMENT shall be joint and several.

**No Consequential Damages**

Under no circumstances will PROMOTER or any COMPETITOR be liable to any other party hereto for any consequential, indirect, special, punitive or incidental damages or lost profits.

**Governing Law and Arbitration.**

This AGREEMENT will be governed by and interpreted in accordance with the laws of the State of North Carolina, U.S.A. Any controversy or claim arising out of or relating to this AGREEMENT, including without limitation, the existence, validity, breach or termination thereof, and any dispute as to the rights or obligations of the parties hereto, will be finally settled by compulsory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, to the extent consistent, pursuant to the North Carolina Code of Civil Procedure.

**Force Majeure.**

If the EVENT is not conducted as a result of any cause beyond PROMOTER's reasonable control, such as fire to the EVENT site, natural catastrophes, governmental acts or omissions, laws or regulations, or labor strikes or difficulties, PROMOTER shall not be liable to any COMPETITOR or any other party, except that PROMOTER shall be obligated to refund any entry fees paid for the EVENT on written request therefore. Any COMPETITOR who fails to attend the EVENT for any reason shall forfeit his or her entry and related fees.

**Severability**

If any provision of this AGREEMENT is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this agreement.

**Waiver, Amendment, Modification.**

Except as otherwise provided above, any waiver, amendment or other modification of this AGREEMENT will not be effective unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in subsequent instances.

**Entire Agreement**

This AGREEMENT constitutes the complete and entire statement of all terms, conditions and representations of the agreement among each COMPETITOR and their respective Affiliates and PROMOTER with respect to its subject matter, and supersedes all prior agreements, writings or understandings, whether oral or in writing.

By signing below, each COMPETITOR, and each Affiliate thereof, hereby agrees to be bound by the promises, terms, releases, and conditions set forth above.

Signatures of Individual Competitor and Affiliates.

Competitors under the age of 18 must have an accompanying parent or guardian signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_