



Foundation for Community Driven Innovation
Making the Future Together

Foundation for Community Driven Innovation (FCDI) Code of Conduct Agreement & Liability Waiver *Updated May 2022*

The Foundation for Community Driven Innovation (FCDI) is committed to fostering, cultivating, and preserving a culture of professionalism, diversity and inclusion in all our programs. We embrace and encourage differences in race, color, creed, religion, sex, national origin, disability, age, sexual orientation, gender identity, income or any other characteristics that make our program participants unique. All our programs are guided by the FCDI Code of Conduct, by which all participants, from adults to students, as well as volunteers, subcontractors, staff and guests, are expected to abide.

FCDI Code of Conduct

Anyone associated with any FCDI subsidiary; event or program is expected to:

- Behave in a mature and respectful way that emphasizes the value of others and respects individuals and the community.
- Ensure the safety of all participants by following established protocols at all our events and programs.
- Refrain from any acts of bullying, harassment, profane or insulting language, or any form of actual, threatened, or implied violence.
- Report any unsafe or threatening conduct to organizers or other relevant program supervisors.
- Anyone in violation of our Code of Conduct may be asked to leave an event or program.

FCDI Waiver and Release of Liability Form

FCDI agrees to the participation of the individual who is volunteering, subcontracted or otherwise involved in a program or event as staff or a participant, in accordance with terms of this Agreement. In this Agreement, “we” or “us” means Foundation for Community Driven Innovation (FCDI) and “you” or “I” means the Participant.

By participating in an FCDI event or program, you agree to the following:

- I have read and agree to this release and waiver of liability and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.
- I agree to comply with all applicable laws, FCDI volunteer guidelines, and any other requirements, and/or rules issued in connection with my volunteer experience with FCDI.

Voluntary Disclosure Statement

- By registering as a volunteer or program participant with FCDI, I affirm that I have never been convicted of or have any pending violations of law felonies, misdemeanors, and/or ordinance violations other than minor traffic violations. (Some program participants may be required to supply proof of formal background checks.)

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I hereby release FCDI, its Board of Directors, AMRoC Fab Lab and its agents as well as providers of information from any liability related to the furnishing and receiving information related to arrests and convictions.

We may terminate this Agreement and your program participation if you violate any part of this Agreement, or the standards of conduct established by us or by the venue proprietor of any facility in which we may be working.

LIMITATIONS ON LIABILITY and INDEMNITY: Neither party's liability in connection with volunteering for FCDI or under this Agreement exceeds one hundred dollars (\$100). FCDI, its volunteers, officers or directors or any other event provider shall not be liable to you for any damage, loss, harm, injury or death to your person, property, or business, or any of your visitors, officers, agents, or employees, resulting from theft, fire, earthquake, water, unavailability of facilities, any errors or omissions in FCDI-related materials, insufficient participation, accident, or any other reason in connection with volunteering or related activities, except to the extent directly attributable to our willful misconduct or gross negligence. You agree to indemnify, and hold harmless FCDI its officers and directors from and against any claim, cost, expense, loss, liability, or damage incurred as the result of any third-party claim based on willful misconduct, and/or (iii) your material breach of this Agreement.

You acknowledge that activities and participants in any capacity, including volunteers, may be recorded in audio, visual, and/or audiovisual media by us and/or our licensees, and you consent to the making and use of such recordings by us and/or our licensees (and/or any person or organization authorized by us) for any purpose, such uses including without limitation the transcription, modification, reproduction, public display, distribution, broadcast, and transmission in any form. You release us, and our licensees, from and waive any claims related to or arising by reason of the making and/or use of any such photographs, recordings, interview, videotapes, motion pictures or similar visual or auditory recording of you. For example, you may appear in recordings of AMRoC or ROBOTICON programs, if volunteering there, and related promotional or documentary materials. Your rights are waived as to any images and/or recordings that you may appear in while volunteering with FCDI and any/all related promotional or documentary materials.

Further, you grant us, and our licensees, the right to use, in connection with any aspect of FCDI programming, events or activities, your name, likeness, and any trade name and/or logo. If you are volunteering to take audio and / or video footage of the event including setup and takedown, you grant us an irrevocable unlimited license to use all material related FCDI for our own uses. The provisions of this paragraph will survive termination of this Agreement.

MISCELLANEOUS: This Agreement and any accompanying documentation constitute the final, complete, and exclusive agreement between you and us. This Agreement is made in consideration of the parties' mutual promises contained in it. This Agreement may only be modified by the parties' express written agreement, signed by both parties. This Agreement will be interpreted under Florida law and any action to enforce this Agreement must be brought in the federal or state court located in the City of Tampa and County of Hillsborough County, Florida, and the parties agree to the exclusive venue and jurisdiction of these courts. The Limitations on Liability and Indemnity section (above) of these Terms and Conditions of Participation shall survive the termination or expiration of this Agreement.

BY REGISTERING AS A VOLUNTEER, SUBCONTRACTOR OR PROGRAM PARTICIPANT, YOU CONFIRM THAT YOU HAVE FULLY AND CAREFULLY READ THIS AGREEMENT AND THAT

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YOU UNDERSTAND AND AGREE THAT YOUR COMPLIANCE WITH THIS AGREEMENT IS A CONDITION OF YOUR PARTICIPATION AS A PROGRAM PARTICIPANT IN ANY CAPACITY.

YOU ARE ALSO CONFIRMING THAT YOU ARE PARTICIPATING OF YOUR OWN FREE WILL AND THAT YOU ARE AT LEAST 18 YEARS OLD, OR

THAT IF YOU ARE UNDER EIGHTEEN YEARS OLD, YOUR PARENT OR GUARDIAN IS ALSO REGISTERED TO BE ON SITE WITH YOU.

Participant name (printed & signed – electronic signatures/agreements accepted)

Name (Printed) _____

Name (Signature) _____

Program (if applicable) _____

Date _____