



**Fenworks Student/Parental Consent Form**  
**Academic Year: 2023 - 2024**

**STUDENT INFORMATION:**

First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_ Last Name: \_\_\_\_\_  
School: \_\_\_\_\_  
State: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. BY SIGNING THIS FORM, YOU AGREE AND CONSENT TO OUR ACTIONS IN ACCORDANCE WITH THE BELOW.**

As part of our mission, Fenworks, Inc. ("Fenworks") offers our customers access to the Fenworks platform in order to facilitate students' competition in esports or drone racing activities (the "Services"). Information about our Services, including the list of digital tools we leverage as part of our Services, can be found in the Student/Parent Portal located at [www.fenworks.com](http://www.fenworks.com) (the "Site"). Please review the Student/Parent Portal frequently for the most up-to-date information about our Services.

PRIVACY NOTICE: In order to make the Services available to the above student, we must collect personal information about such student. This information may include: (1) Contact information (e.g., name, email address, mailing address, and phone number); (2) Account information (e.g., username and password and any information submitted in connection with creating a Fenworks profile); (3) Third-party software account information (e.g., the student's Discord username); (4) Device and usage information (e.g., the details of how and when the student uses our Site, including the device used to connect to the Site, the student's IP address and device identifier); (5) Details regarding the student's esports and academic experiences and preferences; and (6) Details regarding the games or competitions the student has participated in or wishes to participate in. We collect this information directly from the student when they use our Site and Services (including respond to surveys or fill out forms on our Site); automatically using tracking technologies leveraged on our Site; from schools and school districts that use our Services and support the esports and/or drone programs the student participates in; from third-party software providers that the student has an account with and gives us permission to access; and other parents, educators, and administrators who provide us the information in connection with our Services. The Site has features that may allow the student to post or transmit certain personal information to be viewed by others on social media. We use this information to provide, improve and secure our Services, as well as perform our contracts with our organizational customers. We may disclose the student's personal information to a business or organization that sponsors an esports competition; to other users of our Site; to relevant school administrators or educators; to third parties we use to support the internal operations of our business and the Services; if we are required to do so by law or legal process; if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of any person, organization, or the Services; or to law enforcement agencies or for an investigation related to public safety. By signing below, you hereby consent to our handling of the student's personal information in accordance with the above and as otherwise described in our Privacy Policy located at <https://fenworks.com/privacy-policy/>. You may review, change, or delete the student's information by logging into the Student/Parent Portal or sending an email to [info@fenworks.com](mailto:info@fenworks.com).

COMPETITION SPONSORS: Competition sponsors will receive information about the students that opt in and who participate in the competition that they sponsor, including any responses the student submits to any survey the competition sponsor requests we facilitate. We are not liable for how a competition sponsor chooses to use the student's personal information. By signing below, you hereby consent to our disclosing of the student's personal information to such competition sponsors.

THIRD-PARTY APPLICATIONS: You hereby release and discharge Fenworks (and its legal representatives, licensees, and assignees) from all claims, demands, liabilities and causes of action that may arise out of or in connection with the student's use of any third-party application (e.g., Discord or any of the above "games") or the provision of any personal information to such third-party applications.

▶ 701-248-9786

▶ [info@fenworks.com](mailto:info@fenworks.com)  
[fenworks.com](http://fenworks.com)

▶ 4551 South Washington Street, Suite J  
Grand Forks ND, 58201



GAME RATINGS: You, parent, are responsible for the games (and reviewing the ratings of those games) that your child participates in.

MEDIA CONSENT AND RELEASE: You hereby grant Fenworks and its agents the right and permission, without further consent from or other compensation to me, to use, re-use, publish, and republish, exhibit, transmit, broadcast, publicly perform, reproduce, record, photograph, digitize, adapt, exploit, and create derivative works of the name, likeness, picture, image, voice, and appearance of the student. I understand that such reproductions could be used to publicize or promote Fenworks, through its own media productions (website, social media, printed and/or online brochures, reports, promotional videos, etc.) or through the commercial media (television, radio, internet, or print). I waive any right to inspect or approve the finished product and do release Fenworks from any liability by virtue of distortion, blurring, alteration, or use.

SEASON AND STATE TOURNAMENT CODE OF CONDUCT: The student (and the undersigned parent/legal guardian, if applicable) hereby agrees to follow Fenworks' terms of service, the terms of service of any third-party application, and any applicable educational codes of conduct the student is subject to. Any violations can result in suspension, removal from competition, or even removal from the program.

THE ROLE OF OUR CUSTOMER: We contract with schools and other organizations to make our Services available to students. We are not liable or responsible for the acts or omissions of our customers or their employees or contractors.

STUDENT RESPONSIBILITIES AND FENWORKS DISCLAIMERS: The student uses the Services at their own risk. The Services are provided on an as-is basis without any warranty of any kind, whether express or implied, including fitness for a particular purpose, merchantability, non-infringement, or title. Students are solely responsible for the security and confidentiality of their account credentials. Please notify Fenworks immediately if any misuse of any student's credentials is suspected.

CONSENT TO CONTACT: The student (and the undersigned parent/legal guardian, if applicable) consent to receive information related to the programs the student is enrolled in. These communications include information about the programs, updates, and changes that may occur throughout the duration of the program.

**IF YOU ARE A RESIDENT OF CALIFORNIA, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND HEREBY EXPRESSLY AND KNOWINGLY WAIVE THE BENEFITS OF CALIFORNIA CIVIL CODE §1542 AND HEREBY EXPRESSLY AND KNOWINGLY WAIVE THE BENEFITS OF ANY LAW OF ANY STATE, COUNTRY, OR TERRITORY SIMILAR TO THAT OF CALIFORNIA CIVIL CODE §1542.**

FOR STUDENTS UNDER 18:

CONSENT: I hereby certify that I am the parent/legal guardian of the above-named student under the age of 18, understand the terms of this consent, and do hereby give my consent without reservation to all the terms stated above on behalf of myself and the student for all Fenworks Programs for the 2023 – 2024 school year. I also certify that all the information provided is accurate.

\_\_\_\_\_  
Signature of Parent or legal guardian (if Student is under 18 years of age)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name of parent or legal guardian (PRINT): (if Student is under 18 years of age)

FOR STUDENTS 18 YEARS OF AGE OR OLDER:

CONSENT: I hereby certify that I am 18 years of age or older, understand the terms of this consent form, and do hereby give my consent without reservation to all the terms stated above for all Fenworks Programs for the 2023 – 2024 school year. I also certify that all the information provided is accurate.

\_\_\_\_\_  
Signature (Student)

\_\_\_\_\_  
(Date)

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