



Consent & Release Agreement

I wish to participate in one or more events (“Events”) at Gen Con LLC (“GEN CON”) Indy convention subject to the terms and conditions herein. I acknowledge and agree that the Events involve inherently dangerous activities. GEN CON and the Events’ organizers and operators will use good faith efforts to conduct and manage the Events, but I understand that it is not possible to make the Events completely safe. I warrant and represent that I am sufficiently knowledgeable, skilled and/or informed regarding the Events to properly and fully judge the inherent risks of the Events.

ASSUMPTION OF RISK. I acknowledge and agree that the Events involve potential risks of serious personal injury, disability or even death. I represent that I have sufficient physical fitness to participate in the Events and I have no medical reason or impairment that might otherwise prevent me from participating in the Events. If I know or should know of any condition or problem that might prevent me from safely participating in the Events, I agree that I will immediately advise GEN CON or the Events’ operators and remove myself from the Events. In consideration of being allowed to attend, participate in or become involved with the Events, I hereby assume full responsibility for my own safety, and accept all known and unanticipated risks of loss, damage and injury (including death or disability) to myself and my property while attending, participating in or becoming involved with the Events, regardless of whether or not such risks are attributable to the negligence of others. By assuming and accepting all known and unanticipated risks, I completely absolve, waive, discharge and release GEN CON and all its employees, advisors, consultants, members, contractors, organizers, operators, volunteers, sponsors or other persons affiliated with GEN CON and all facility staff, guests, fellow participants, landlords, owners, management companies and the like (collectively the “Indemnified Parties”) from any legal duty for my safety or any liability for my harm, to the maximum extent permitted by law.

RELEASE OF LIABILITY. In consideration of being allowed to participate in or become involved with the Events, I hereby agree to release, waive, discharge, hold harmless, defend and indemnify the Indemnified Parties from and against any and all liability, claims, demands, controversy, lawsuits, or possible causes of action (“Claims”) that may accrue or arise from any loss, damage or injury (including death or disability) to my person and property that is in any way related to or arising in connection with my attendance at, participation in, or involvement with the Events, regardless of whether or not such Claims are attributable in whole or in part to any act, omission, or negligence of the Indemnified Parties. I agree that the Indemnified Parties will not be legally responsible for any loss, damage, and injury (including death or disability) to my person and property arising out of or in any way connected to the Events, however caused and on any theory of liability whatsoever (whether in contract, tort, negligence, strict liability or otherwise), including but not limited to the Indemnified Parties’ own negligence. Such defense and indemnification shall include all reasonable costs, expenses and attorneys’ fees that may be associated with any Claims. I further agree that I will not cause, encourage, promulgate, support, or cooperate with (unless such

cooperation is judicially mandated) any Claims to be brought against the Indemnified Parties. I understand that the above release and assumption of risk is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. The release and assumption of risk shall be enforceable to the fullest extent allowed by law. If any portion of the release and assumption of risk is held invalid, those parts that are not held invalid shall continue in full force and effect. The terms of the above release and assumption of risk shall apply to and be binding on myself, my spouse, my heirs, all members of my family, executors, administrators, representatives, and assigns.

EXPLOITATION OF NAME AND LIKENESS. In consideration of being allowed to participate in or become involved with the Events, I hereby agree that GEN CON may photograph and/or record my likeness and/or voice and my participation in the Events and without any additional consideration, I hereby agree that GEN CON and its assigns and/or licensees may distribute, exhibit, broadcast, exploit, advertise, publicize, and promote my name, biographical material, likeness, voice, and performance in and in connection with the Events or other GEN CON events. I further agree that GEN CON may edit my appearance therein and I waive any personal or proprietary rights with respect thereto. I represent and warrant to GEN CON that I have not made any contract or commitment in conflict with this grant of rights to GEN CON. Nothing herein contained shall obligate GEN CON to make or cause to be made any broadcast or other use of said appearance, or to exercise any of the rights granted to GEN CON herein.

GENERAL PROVISIONS. I understand this Consent & Release Agreement (the “Agreement”) is a binding contract that supersedes any other agreements or representations. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the United States District Court for the Western District of Washington or the Superior Court of Washington State for King County any actions, suits, or proceedings arising out of or relating to this Agreement and irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement. The parties hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or otherwise relating to this Agreement.

I HAVE CAREFULLY READ THIS CONSENT & RELEASE AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND HEREBY ACCEPT AND AGREE TO IT VOLUNTARILY OF MY OWN FREE WILL. I AFFIRM THAT EITHER I AM OVER 18 YEARS OF AGE AND HAVE FULL RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS CONSENT & RELEASE AGREEMENT AND TO MAKE THE RELEASE AND ASSUMPTION OF RISK DESCRIBED HEREIN, OR THAT MY PARENT OR LEGAL GUARDIAN HAS READ AND SIGNED THIS CONSENT & RELEASE AGREEMENT.

Printed Name

Signature

Date

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, PARENT OR LEGAL GUARDIAN MUST ALSO SIGN

The undersigned hereby represents that he/she is in fact the parent or legal guardian of the participant, that he/she has the right, authority and capacity to sign this Consent & Release Agreement and to make the release and assumption of risk described herein for and on behalf of the participant, that he/she has carefully read this Consent & Release Agreement and understood its contents, and that he/she is hereby accepting and agreeing to it voluntarily of his/her own free will.

Name & Age of Participant

Signature of Parent or Legal Guardian

Date