

EKGAMETIME WAIVER

In consideration of the services of **EK Game Truck , LLC DBA EKGAMETIME**, its agents, owners, officers, representatives, employees, volunteers, participants, parent, sister or subsidiary corporations (hereinafter collectively EKG), I hereby agree to release and discharge EKG on behalf of myself, my parents, my heirs, assigns, personal representatives and estate as follows:

Inherent Risks: I acknowledge that any activities entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to properly use equipment or follow staff instructions increases the risk of injury while participating in these activities.

Express Assumption of Risk: As lawful consideration for being allowed to participate in activities offered by **EKGAMETIME**, I expressly agree and promise on behalf of myself and any of the minors for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks.

Indemnity: Should **EKGAMETIME** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the minors for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such defense fees and costs.

Personal Condition & Insurance: I certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

Photographic Assignment: I grant to **EKGAMETIME**, its representatives and employees, on behalf of myself and any of the minors for which I am responsible the right to take photographs or film (of whatsoever nature) records of any or all of its activities and on behalf of myself and any of the minors for which I am responsible I/we hereby agree that **EKGAMETIME** may use such records for

promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name, image or likeness might be used by **EKGAMETIME**. I/we agree that **EKGAMETIME** may use such photographs and video for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.

Email Confirmation and Communications: I grant to **EKGAMETIME** permission to send me email communications pertaining to this and any other events myself and any minors for which I am responsible for will attend. I understand that permission may be withdrawn by me at anytime by replying to any communication with the word "Unsubscribe or "clicking the "Unsubscribe" link at the bottom of any promotional email.

Legal Responsibility for Minor & Age Certification: I certify that I am over the age of 18 years and that I am the parent or guardian with legal responsibility for any minors listed on this document. I certify that the minors for which I am responsible have correctly provided their age and all of those minors are at least 44 inches tall.

By signing this document, I acknowledge for myself and any of the minors for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against **EKGAMETIME** on the basis of any claim from which I/we have released them herein.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Organization Name *

First Name *

Last Name *

Street Address *

Address Line 2

City *

State *

Zip Code *

Phone Number *

Email Address *

Signature :

Date :

