



WAIVER AND RELEASE OF LIABILITY

I, the undersigned, hereby acknowledge that I desire to participate in any 2021 gaming event held at the location of the LevelUp Arena, at 7300 W 119th St, Overland Park, KS 66213 November 20, or any other future 2021 locations known as “KCGameOn” and/or “KCGameCON” and/or “NEXTECHKC”.

- I acknowledge that my decision to participate in KCGameOn is totally voluntary and is solely for the purpose of my pursuit of recreational activities that I enjoy.
- I am of sound judgment and capable of understanding the risks involved in participating in KCGameOn.
- For and in consideration of permission to participate in KCGameOn, I hereby irrevocably and unconditionally forever release, discharge, indemnify, defend and hold harmless KCGameOn (“KCGameOn”), its affiliate, the sponsors of KCGameOn, including Park University, Hy-Vee Arena, LevelUp Arena and each of their officers, directors, employees, stockholders, members and agents (each, a “Released Party”) from any and all claims, losses, causes of action and liabilities of any kind, including attorneys’ fees for property damage or personal injury, arising out of or relating in any way to KCGameOn, including my own intentional or negligent acts or omissions.
- I voluntarily waive any claims that I might have against any Released Party, and I understand and agree that the Released Parties assume no responsibility or liability for any injury to persons or property, or lost, stolen or damaged property, that may occur during or resulting from KCGameOn.
- I further hereby agree that during KCGameOn, I shall conduct myself in an appropriate fashion and shall not be performing harmful acts, using profanity, obscenity or any otherwise objectionable conduct towards any person or property involved with KCGameOn.
- I recognize and understand that KCGameOn reserves the right to require cessation of any such activity and KCGameOn, in KCGameOn’s sole discretion may require my removal from KCGameOn.
- I agree that I have read and will follow all official event and tournament rules, which are posted on the official KCGameOn website, <https://www.kcgameon.com>.
- I understand media attending the event, KCGameOn and/or other Released Parties may take photos and/or videos of KCGameOn and in connection therewith, I hereby unconditionally authorize KCGameOn and such other Released Parties to use, reuse, and to grant others the right to use and reuse, in any media, my name, photograph, likeness, voice and if made available by me, my biographical information.
- I represent and warrant that I am at least 18 years of age, or that if I am not 18 years of age, that the undersigned parent or guardian has executed this Waiver and Release of Liability on my behalf. By Signature of such parent or guardian, the parent or guardian is binding the participant to all the terms of this Waiver and Release of Liability.
- **I understand that participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.**
- **I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties.**
- I agree that all of the foregoing Waiver and Release of Liability is intended by me to be binding upon my heirs, executors, agents and/or assigns.

Please print this waiver front/back of ONE sheet of paper.



PLEASE PRINT CLEARLY

Name: _____

Birthdate: ____ / ____ / ____

Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Phone: (____) _____

Signature: _____ Date: _____

I am the parent or legal guardian of the minor child listed above. I hereby execute and enter into this Waiver and Release of Liability on his or her behalf. I understand and agree that through participation in events held in connection with KCGameOn, including without limitation the tournaments featured in the esports area, that event participants may play or be involved with M-Rated, or Mature Rated computer software games (with the M-Rating designating an industry rating of suggested play for individuals 17 years or older). Further, I understand that many individually owned computers brought to KCGameOn may display and/or contain objectionable content, including content deemed not suitable for minors and that participants of KCGameOn can engage in informal competitions that may contain M-Rated games. I hereby provide my informed consent to my child's (or ward's) participation in such games at KCGameOn, (including participation in games prior to KCGameOn) and to otherwise participate in the KCGameOn event.

Printed Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

Phone # you can be reached during the event: (____) _____

ALL ATTENDEES MUST PROVIDE AN EXECUTED WAIVER AND RELEASE OF LIABILITY DURING CHECK-IN FOR THEIR FIRST EVENT OF THE YEAR. WAIVER AND RELEASE WILL BE ON FILE AND TIED TO YOUR KCGAMEON ACCOUNT WHEN CHECKING INTO FUTURE EVENTS.

Please print this waiver front/back of ONE sheet of paper.