## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (READ CAREFULLY BEFORE SIGNING)

In consideration of being permitted to participate in any way in the Awakening Larp indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant, or legal guardian of participating minors named below agree:

- 1. The participant or the parent(s) and/or legal guardian(s) of a minor will inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
- **2.** I/WE fully understand and acknowledge that:
  - (a) There are risks and dangers associated with participation in Awakening Larp events and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
  - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
- 3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
- **4.** I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Awakening Larp facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the Awakening Larp event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the Awakening Larp facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE

UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

- 5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- **6.** EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
- 7. I acknowledge that I am participating at my own risk, and will not hold Awakening or any of it's staff responsible for any COVID factors that may be contracted.

## I agree that:

I will abide by the rules of the game.

I will obey all applicable state and federal laws.

I will not consume alcohol or participate in any illicit drug use during the event, nor will I attempt to participate in the event while under the effects of alcohol or illicit drugs.

I will not transmit, verbalize, or post any content or language which, at the sole discretion of Awakening, is deemed to be offensive, including hateful, inappropriately explicit, or racially, ethnically, or otherwise objectionable speech.

I will not engage, at the sole discretion of Awakening, in targeted or systemic harassment of other player(s) through the roleplay of our characters ("griefing"). I understand that I may not use my character's actions or character history as a means of circumventing any of the above or to circumvent the full Code of Conduct.

I understand that my failure to abide by these terms may result in my expulsion, suspension, or even permanent banishment from all Awakening sponsored events.

Logistics and Privacy: Awakening uses an online logistics system which collects personal information that you voluntarily provide. Awakening will not share or sell any information provided to the logistics system with any 3rd party for the purposes of advertising or profit, and we will use this information for the sole purposes of organizing events, updating character sheets, and maintaining player safety. I acknowledge that I have received and read the full Awakening privacy policy and I understand that I am freely providing my personal information for this purpose.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent or Guardian Signature (if minor)	
D. ( IN CD () .	
Printed Name of Participant	
Participant Address	
Participant Signature	
Date	