

# **WAIVER AND RELEASE OF LIABILITY**

## **For IFGS Participation**

### Participants under 18 years of age

In consideration of the risk of injury while participating in Live Action Role-playing (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, forever discharge International Fantasy Gaming Society, a Colorado corporation, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I or my minor children may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily allowing my minor children to participate in the aforementioned Activity and they are participating in the Activity entirely at their own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity and of the participation of my children, including travel to, from and during this Activity.

I agree to indemnify and hold harmless International Fantasy Gaming Society against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf; including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf if International Fantasy Gaming Society incurs any of these types of expenses, I agree to reimburse International Fantasy Gaming Society.

I acknowledge that International Fantasy Gaming Society and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of International Fantasy Gaming Society.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge International Fantasy Gaming Society and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against International Fantasy Gaming Society for personal injury or property damage to myself or to my children who participate in any International Fantasy Gaming Society event.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on

the part of International Fantasy Gaming Society, its agents, and employees. In the event that I or my children should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I understand that the IFGS does not guarantee that first aid or other medical attention will be available or provided.** In the event that any damage to equipment or facilities occurs as a result of me or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_ and International Fantasy Gaming Society agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of his Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced long as so limited.

I, the undersigned, hereby certify that I am the parent or legal guardian of the child named below. I have read and understand the risks and Waiver and Release of Liability above, and the authorization to use photographs and other recordings.

Name of Minor Child	Parental or Responsible Signature	Date	Phone Number

*Further, if I will not be on course myself, I understand that I must designate an authorized responsible adult to act in my behalf to make decisions regarding my child or children. I hereby designate the below named person or persons to be my authorized responsible adult to act in behalf of and to make decisions regarding my child or children. I certify that to the best of my knowledge the designated person or persons is above the age of 18 and of reasonable competence to act in my behalf regarding decisions for my child or children.*

Name	Signature	Relation to Minor	Date	Phone Number

In the event of an emergency, please contact the following person(s) in the order presented

Emergency Cont	Contact Relationship	Contact Phone Number

Though unlikely, I understand that my child may not be supervised by the IFGS or by any other party. I intend that my child participate under these conditions. On behalf of my child and myself, I make the assumption of risk, release of liability, and authorization for use of photographs and other recordings as stated above.

Parent/ Guardian	Signature	Date	Phone Number