

FRAG LAN Disclaimer and Waiver of Liability

Section 1 – Definition of Terms:

For the purposes of this document (“**Waiver**”), the following terms will be used:

- ❖ The “**LAN Party**”, also referred to as the “**Event**” is officially known as FRAG LAN.
- ❖ The term “**Hosts**” includes, but is not limited to Metanine Production Corporation, its officers, directors, employees, sponsors and agents, Event staff and site personnel.
- ❖ The physical location of the LAN Party is held at the “**Location**”: Dr Pepper Arena, 2601 Avenue of the Stars, Frisco, TX 75034.
- ❖ The official “**Web Site**” of the LAN Party is www.friscoesports.com and is the location of information for attendees regarding the LAN Party.

Section 2 – Disclaimer and Liability Waiver:

I desire to participate in the Event as defined in Section 1 at the Location, and I acknowledge that my decision to participate in the Event is totally voluntary and solely to participate in recreational activities for non-commercial purposes. I authorize the use of my name and likeness in any photos (both digital and print) and videos for the Host’s use, including but not limited to posting on websites and in other print/digital media. I am fully aware of all risks and hazards, which may change over the course of the Event, inherent in entering the Location, including but not limited to wire hazards on floor, high voltage electrical wiring on floor, narrow aisles, and other hazards. I assume all risk of illness or injury during my participation in the Event. By entering the Location during the Event, I irrevocably and forever release, discharge, waive and hold harmless the Hosts from any and all claims, losses, causes of action and liabilities of any kind (including attorneys’ fees) arising out of or relating in any way to the Event. I voluntarily waive any claims that I might have against the Hosts, and I understand that the Hosts assume no responsibility or liability for any injury to persons or property (including property that is lost, stolen or damaged), that may occur during the Event. I have read and will abide by all official rules, which are posted on the Web Site and at the Event. I agree that during the Event I must conduct myself in an appropriate fashion and not violate the rules of the Event, as determined in the Hosts’ sole discretion, including performing harmful acts, using profanity, obscenity or any otherwise objectionable conduct towards any person or property involved with the Event. The Hosts reserve the right in their sole discretion to remove me from the Event without any refund of any kind. I am at least 18 years of age. This Waiver in its entirety will be binding upon my heirs, executors, administrators, agents and/or assigns.

Signature: _____

Name: _____

Date: _____

Address: _____

Section 3 – Parental/Guardian Consent:

This Section is only required if this Waiver is being executed on the behalf of a minor child under 18 years of age, and should be completed only by the parent or legal guardian of the minor child.

I am the parent or legal guardian of the minor child listed below and acknowledge and agree to the terms and conditions set forth above in Section 2. I understand and agree that through participation the Event, including without limitation official tournaments, the participants may be exposed to M-Rated, or Mature-Rated, computer software games (as rated by the Entertainment Software Rating Board) or other adult content. I hereby provide my informed consent to the minor child’s participation the Event and/or entry into the Location. I assume all risk of illness or injury during the minor child’s participation in the Event. I irrevocably and forever release, discharge, waive and hold harmless the Hosts from any and all claims, losses, causes of action and liabilities of any kind (including attorneys’ fees) arising out of or relating in any way to the Event.

Parent/Guardian Signature: _____

Date: _____

Parent/Guardian Name (Printed): _____

Address: _____

Minor Child Name (Printed): _____

Minor Child Date of Birth: _____

Parent/Guardian Phone Number: _____

- ❖ Unescorted: I further acknowledge that the minor child is at least 13 years of age, and I agree that the minor child may participate in the Event unescorted. I assume full responsibility and liability for the minor child’s behavior throughout the Event.

Signature of Parent or Legal Guardian: _____

Date: _____

- ❖ Chaperone: Because I will not be there personally to supervise and take full responsibility for my minor child, I hereby acknowledge and appoint _____ as chaperone of my minor child with full responsibility for his/her actions at all times during the entire duration of the event.

Signature of Parent or Legal Guardian: _____

Date: _____

Chaperone Signature: _____

Date: _____

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PRIZE DRAWING:

All general prize drawings organized by the event administrators are open to BYOC seat holders only. To participate in the drawing, tickets can be purchased at the staff desk. The ticket owner must be present to win.

PARTICIPATION GUIDELINES:

- ❖ Participants must conduct themselves in a professional and sportsmanlike manner.
- ❖ Participants must be respectful of other participants and all equipment.
- ❖ Prize drawing winners must participate in Hosts' publicity photos following the prize drawing, as required by the Event sponsor.
- ❖ Failure to follow these guidelines will result in immediate disqualification.

CHEATING:

FRAG LAN has a zero tolerance for cheating. Cheating is defined as but not limited to: cheat codes, exploits, debug version game kernels or libraries, excessive ping of network devices or computers to slow network bandwidth. If you are caught cheating during any tournament match, it will result in the forfeiture of the game, disqualification from all remaining tournaments/games and removal from the Location.

ACTS OF VIOLENCE:

Any acts of violence will not be tolerated. Intentional damage to any property, as determined at the Hosts' sole discretion, including but not limited to other participant's computers, staff property, network equipment, and items belonging to the Hosts or sponsors, is grounds for immediate removal from the event without refund. No weapons of any kind are allowed at FRAG LAN, including but not limited to toy weapons, paintball markers, and Airsoft guns.

ILLEGAL ACTIVITIES:

FRAG LAN does not under any circumstances condone any type of illegal activity whatsoever, including but not limited to the copying of illegal software, music or the distribution of pornographic material to minors. Each participant is solely responsible for the content of any equipment that they bring to the Location. In addition, viewing of pornographic material at the Event is not permitted. If the Hosts observe pornographic material on any equipment that a participant has brought to the Location at any time, the participant may be removed from the LAN Party without refund. Participants understand that all equipment they bring to the Location is their personal responsibility and agree to indemnify, defend and hold harmless the Hosts from any claims arising out of, in whole or in part, the participant's use in any way of their equipment.

HACKING:

FRAG LAN does not tolerate hacking of any kind under any circumstance. Hacking of computers, network devices, DoS attacks, viruses, backdoors or any similar malicious software is grounds for immediate dismissal from the Event without refund at the Hosts' sole discretion and may lead to banning from all future events.

OFFICIALS:

The Hosts will conduct all aspects of the Event, including any tournaments, in their sole discretion. The Hosts reserve the right to require any participant to replay any match in a tournament for any reason at their sole discretion, as well as to disqualify any participant who fails to follow the Official Rules, makes any misrepresentation regarding the tournament or the redemption of prizes, tampers with the entry process or the operation of the tournament or Web Site, behaves in an unsportsmanlike or disruptive manner or acts with intent to annoy, abuse, threaten or harass any other person. All decisions by the Hosts or their designated officials are final. All prize winners will be identified onsite at the Event.

LIMITATION OF LIABILITY:

The Hosts are not responsible for any inaccurate information, whether caused by the Web Site or by the Web Site users or by any of the equipment or programming associated with or utilized in the event or the tournament or by any technical or human error which may occur in the processing of tournament results. The Hosts assume no liability for any injury, loss, or damage of any kind arising from or in connection with any person's participation in the Event or tournament, including without limitation any injury, loss or damage sustained from use of any prize won. If for any reason the Event or the tournament does not occur as planned, the Hosts reserve the right at their sole discretion to cancel, terminate, modify or suspend the Event or the tournament without refund. By participating in the tournament, each participant agrees to be bound by the Official Rules. THE HOSTS WILL NOT BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT THE HOSTS RECEIVED NOTICE THEREOF.