

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The undersigned (referred to as “*I*” or “*me*”) desires to participate in the LAN party (the “*Activity*”) sponsored by Boise LAN LLC, an Idaho limited liability company (the “*Company*”). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this “*Agreement*”).

I ACKNOWLEDGE AND AGREE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY FOR MY OWN PERSONAL ENJOYMENT. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS DANGEROUS, INVOLVES INHERENT RISKS, AND INVOLVES THE RISK OF SERIOUS PHYSICAL OR PSYCHOLOGICAL INJURY (INCLUDING WITHOUT LIMITATION, ILLNESS, PARALYSIS, PERMANENT OR TEMPORARY DISABILITY, SEIZURES, OR EMOTIONAL LOSS), AND/OR DEATH AND/OR PROPERTY DAMAGE. THESE MAY RESULT NOT ONLY FROM MY OWN ACTIONS, INACTIONS, OR NEGLIGENCE, BUT ALSO FROM ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS, OR THE CONDITION OF THE FACILITIES OR EQUIPMENT. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF PHYSICAL OR PSYCHOLOGICAL INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE. I ACKNOWLEDGE AND AGREE THAT THE RELEASEES (AS DEFINED BELOW) ARE NOT RESPONSIBLE FOR ERRORS, OMISSIONS, ACTS, OR FAILURES TO ACT OF ANY OTHER PERSON CONDUCTING A SPECIFIC EVENT OR ACTIVITY ON BEHALF OF ANY RELEASEE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, managers, employees, agents, attorneys, affiliates, members, staff, volunteers, representatives, insurers, successors, and assigns (collectively, “*Releasees*”), on account of injury, death, or property damage arising out of or attributable to my participation in or travel to and from the Activity, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. I waive my insurers’ right to make a claim against any Releasees based on payment by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation against any Releasees.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final non-appealable judgment, arising out or resulting from any claim of a third party related to the Activity.

I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident, or injury, or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with my actions, neglect, or recklessness.

I hereby grant the Company, without limitation, the right to use by name and likeness in connection with the Activity for any publicity without further compensation or permission.

I acknowledge and agree that I have carefully read and understand this Agreement, the Network and Internet Usage Policy (attached hereto as Exhibit A) (the "**Policy**"), and the Activity Participation Rules (attached hereto as Exhibit B) (the "**Participation Rules**"). I FULLY UNDERSTAND THAT THIS AGREEMENT IS A RELEASE OF LIABILITY. I agree to fully abide by the Policy and the Participation Rules.

This Agreement (including all exhibits hereto) constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Ada County, Idaho, and I hereby consent to the exclusive jurisdiction of such courts.

[Remainder of Page Intentionally Left Blank.]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING ANY EXHIBITS HERETO) AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Date:

Address:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Signed:

Printed Name of Parent or Legal Guardian:

Date:

Address:

NETWORK AND INTERNET USAGE POLICY

1. I understand that any network hacking and intentional network disruption will result in my immediate expulsion from the Activity without refund, and I may be banned from any future events sponsored by the Company.
2. I understand that downloading or streaming any illegal, pornographic, or offensive content of any kind while at the Activity can result in my immediate expulsion from the Activity without refund, and I may be banned from any future events sponsored by the Company.
3. I understand that my network or Internet activity may be monitored and hereby consent to such monitoring. Furthermore, I understand that the Company will be monitoring my network and Internet activity for any of the above offenses.

ACTIVITY PARTICIPATION RULES

1. No outside alcohol, drugs, or controlled substances may be brought to on consumed at the event. Excessive or underage consumption of alcohol shall not be permitted.
2. No fighting, brawling, horseplay, or any other form of physical conduct is permitted at the event.
3. Sexual harassment will not be tolerated in any form.
4. No weapons whatsoever are allowed at or inside the event.
5. To be a participant of the Activity, BEFORE bringing in your equipment you must:
 - a. Register at the door;
 - b. Turn in the signed waivers; and
 - c. Collect your name badge.
6. All participants are required to show legal, photo identification, or it will be assumed you are under 18 years old and will need a parent/guardian to sign the Release of Liability and Assumption of Risk. If you fail to present these forms or if you refuse to sign them you will not be admitted.
7. You must be at least 16 years of age or older to attend the Activity unaccompanied by a parent/legal guardian. If you are under the age of 18 your parent/legal guardian must sign each waiver form, which you must bring with you when you register. Children under 16 years of age must be accompanied by a parent/legal guardian who is also a participant of the Activity and who has also purchased admission. Please note, Activity is not a children's event, is a very PG-13 environment, and may not be suitable for children under the age of 16.
8. Each attendee must sign a waiver stating that they take responsibility for any damage or loss that may happen to their equipment or person as a result of participation in the Activity. This means that anything you take into the event or win at the event, you are liable for.
9. Since we try to maintain a friendly environment, please limit loud, profane language while at the Activity.
10. There will be a hardware curfew from midnight to opening the next day. No hardware may leave the main event room during this time except laptops or if approved by staff beforehand.
11. Clean up after yourself. Trash cans will be on site.
12. You are expected to maintain good hygiene. Complaints about body odor will result in dismissal from the event until the situation is corrected. Staff will not actively seek out if someone smells, but you may report it to the help desk.
13. No touching, vandalizing, or any other form of physical contact of the Company's servers or network equipment is allowed.
14. If you damage or break any equipment belonging to, lent to, or donated to the Company, you will be held responsible to pay for the damages or to replace the item.
15. Do not tamper with anyone's equipment but your own.
- 16.** No hacking or intentional network disruption. There will be no toleration of this kind of activity.
- 17.** Viewing or distributing pornography is not allowed.

VIOLATION OF ANY OF THE ACTIVITY PARTICIPATION RULES WILL RESULT IN YOUR IMMEDIATE EXPULSION FROM THE ACTIVITY WITHOUT REFUND, AND YOU MAY BE BANNED FROM ANY FUTURE EVENTS SPONSORED BY THE COMPANY.