

# ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Event: WIN LAN PARTY  
Event Date: January 10-12, 2020

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In consideration for permitting Participant to participate in the Event, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

**ASSUMPTION OF RISK:** The undersigned hereby acknowledge and agree that they understand the nature of the Event; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Event, including but not limited to physical injury to Participant; damage to or loss of Participant's personal property, including computers, laptops and other electronics, caused by, among other things computer viruses, power failure, theft; and other losses not known to WIN or Participant or not reasonably foreseeable at this time (collectively "Loss"). Such Loss may result from Participant's actions or inactions, or the actions or inactions of other participants or others in the WIN facility. Except as expressly set forth herein, the undersigned knowingly and voluntarily accept and assume responsibility for each of these risks and dangers and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event.

**RELEASE AND WAIVER:** The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WIN, LLC ("WIN"), its parent, subsidiaries, affiliates or their officers and employees, and the owner of the building in which the WIN facility is located (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**INDEMNIFICATION AND HOLD HARMLESS:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**PERMISSION TO USE LIKENESS/NAME:** The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting WIN and/or its events and activities, including those of its representatives and licensees.

**SEVERABILITY:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**ACKNOWLEDGMENT OF UNDERSTANDING:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

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*Signature of Participant*

*Date*

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*Signature of Parent/Guardian of Minor*  
(if Participant is under the age of 18)

*Date*

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*Signature of Parent/Guardian of Minor*  
(if Participant is under the age of 18)

*Date*