

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Your Name: _____ Age: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

IN CONSIDERATION of being permitted to participate in activities at the MassiveLAN 2010 (to be held the Erie County Fairgrounds 5600 McKinley Parkway Hamburg, NY 14075) for any purpose, including, but not limited to observation, use of facilities or equipment or participation in any way.

Section I, Definition of Terms

For the purposes of this document, the following terms shall be used: " The LAN Party, also referred to as a "computer gaming event" or "event" is officially known as the MassiveLAN Party. " The location is the physical location of the LAN Party, held at:

Erie County Fairgrounds 5600 McKinley Parkway Hamburg, NY 14075. " The website is the official Internet location for information for attendees regarding the LAN Party. It is located at:
www.massivelan.com

Section II

I HEREBY RELEASE, WAIVE, AND DISCHARGE, MASSIVELAN, ERIE COUNTY FAIRGROUNDS its officers, agents, affiliates, administrators, sponsors, or employees (hereinafter referred to as "releasees") from all liability to I for any loss or damage and claim or demands therefore on account of injury to the person or property resulting in death of I, whether caused by the negligence of the releasees or otherwise, while I is in, upon, or about the premises or any facilities or equipment therein.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of I in, upon or about Erie County Fairgrounds premises, or in any way observing or using any facilities or equipment of MassiveLAN PARTY, whether caused by the negligence of the releasees or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in, about or upon the premises of the MassiveLAN PARTY held Erie County Fairgrounds, or while using the premises or any facility or equipment hereon.

I 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 State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Section III

I hereby acknowledge that I desire to participate in the computer gaming event which is entitled and defined in section I as "the LAN Party" at "the location". I also acknowledge that my decision to participate in the LAN Party is totally voluntary and is solely for the purpose of my pursuit of recreational activities that I enjoy. I agree that I am fully aware of the risks and hazards inherent in entering the premises and/or in participating in the LAN Party and hereby elect to voluntarily enter upon said premises, knowing the present condition and knowing that said condition may become more hazardous and dangerous. I, the undersigned, hereby assume all risk of illness or injury in the LAN Party in which I voluntarily participate. For and in consideration of permission to participate in the LAN Party, I hereby irrevocably and forever release, discharge, waive and hold harmless the LAN Party and its officers, directors, employees, sponsors and agents (collectively referred to as "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 LAN Party. I voluntarily waive any claims that might have against the hosts, and I understand and agree 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 LAN Party. I agree that I have read and will follow all official rules which are posted on the website and in Section IV. I further agree that during the LAN Party I shall conduct myself in an appropriate fashion and I shall not behave poorly by violating rules, performing harmful acts, using profanity, obscenity or any otherwise objectionable conduct towards any person or property involved with the LAN Party. I recognize and understand that the hosts reserve the right to require cessation of any such activity and the hosts, in their sole discretion, may require my removal from the LAN Party, without any refund of any kind.

I, the undersigned, understand that this is a public event. During the event, I understand that I may be recorded on a tape or have my picture taken. For and in consideration of permission to participate in the LAN Party, I hereby irrevocably and forever release, discharge, waive and hold harmless the LAN Party and its officers, directors, employees, sponsors and agents any claim to ownership, rights, use, profits, or losses related to tapes or pictures. These materials may be published, reproduced, or sold at any time without the need for my permission. When taken, these materials are the exclusive property of MassiveLAN Party and will remain so indefinitely. I understand that I am not authorized, whether in a picture or not, to reproduce, sell, post, transmit, or download any image owned by MassiveLAN Party without their prior written permission. I, hereby authorize the hosts to use any portion of my registration information to promote the LAN event, announce attendees, or announce tournament players.

Section IV -RULES

I, the undersigned, understand during the event illegal activity of any kind is strictly prohibited. In addition, the following activities are strictly prohibited: Music trading, movie trading, program trading, CD copying, hacking, virus spreading, or any other activity, which in our opinion, interrupts or deteriorates the experience of other guests. Viewing of pornographic or obscene material will not be tolerated. Excessive swearing will also not be tolerated. If you are found to be violating these you may be warned, asked to leave without a refund, or arrested; depending on the severity of the offense.

I, the undersigned, understand that I am solely responsible for knowing, understanding, and following the End User License Agreement (EULA) set forth by the manufacturers of the software I am using. Additionally, I understand that I alone am responsible for my actions. Violations of a manufacturer's EULA can make you subject to criminal and civil penalties. Furthermore, I understand that the hosts reserve the right to require cessation of any such activity that puts me in violation of any EULA.

I, the undersigned, understand no alcoholic beverages are allowed in the building.

All switch ports may be bandwidth throttled to 100 or 10 Mbps, whichever we may. Guests should use bandwidth wisely, bandwidth is not of abundance. You understand that all network activity may be monitored for excessive bandwidth or prohibited activities. If you have questions about these policies, please see a MassiveLAN Party Administrator.

Cheating: To violate established rules dishonestly or to circumvent with the intent to gain an unfair advantage. In an effort to create a friendly and non-hostile atmosphere, all attendees are expected to play with integrity. Cheating during any game is prohibited. Anyone found to be cheating will be asked to cease. Additional occurrences will be grounds for removal without a refund. Cheating during any tournament play will result in disqualification. Tournament fees, if any, will not be refunded.

I agree that I am at least 18 years of age, or that if I am not 18 years of age, that the undersigned parent or guardian has executed this agreement on my behalf. By signature of such parent or guardian, the parent or guardian is binding the participant to all the terms of this agreement. I agree this instrument, in its entirety, is intended by me to be binding upon my heirs, executors, administrators, agents and/or assigns.

I am over the age of 18 years and I agree to these terms of participation

Signature / Date

Your Name (PRINT)

PLEASE READ ON TO THE NEXT PAGE

HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT Section V - MINORS

I am the parent or legal guardian of the minor child listed below. I hereby execute and enter into the Hold Harmless and Assumption of Risk Agreement on his or her behalf. I understand and agree that through participation in events held in connection with the LAN Party, including, without limitation, official tournaments, the event participants will likely play or be involved with M-Rated, or Mature-Rated, computer software games (with the M-Rating designating an industry rating of suggested play for individuals 17 years or older). I also acknowledge and agree that I have seen the game play involved with these games. Further, I understand that many individually owned computers brought to the LAN Party may display and/or contain content deemed not suitable for minors and that participants of the LAN Party can engage in informal competitions that may contain M-Rated games and/or other potentially objectionable material. I hereby provide my informed consent to my child's (or ward's) participation in such games at the LAN Party (including participation in games prior to, or following, the LAN Party), and to otherwise participate in the LAN Party.

Furthermore, I understand that the hosts are not responsible for the supervision of my child. I understand that it is my sole responsibility to provide supervision for my child and understand the consequences if my child is not provided supervision by me.

I, the undersigned parent, have read and agree to the terms set forth in Sections I, II, III, and IV. I agree this instrument, in its entirety, is intended by me to be binding.

I, as the parent/guardian of the minor, agree to these terms of participation of my child: _____

Signature/ Date

Your Name (PRINT) Phone Number (to verify agreement)

----- AMMENDMENT: eFragTV.com

The following form waives your right for media exposure. This event will have consistent coverage by eFrag Television, LLC. Media coverage can include, but is not limited to, the following: Live video, recorded video, photographs, live audio, recorded audio, and other forms of verbal or written communication.

I _____ hereby agree to allow media coverage of myself, and agree that all media is owned by eFrag Television, LLC or MassiveLAN. Signing this written contract waives your right to own any and all media captured. You agree by signing this that you are not a member of witness protection, where media could lead to your immediate danger, or danger of your family.

Printed Name

Signed Name (if 18 years of age or older)

Parent or Legal Guardians Printed Name (if participant under the age of 18)

Parent or Legal Guardians Signature (if participant under the age of 18)