

STUDENT/PARENT CONSENT, WAIVER, AND RELEASE OF LIABILITY AGREEMENT

Student Printed Name: _____ **Gender:** _____ **Age:** _____

Name of School: _____ **Grade:** _____

Student Email: _____ **Discord ID:** _____

Mailing Address: _____

Careers that the Student is Interested in: _____

Emergency Contact: _____ **Relationship:** _____

Emergency Contact Phone #: _____ **Alternate Phone #:** _____

Emergency Contact Email: _____

This **CONSENT, WAIVER, AND RELEASE OF LIABILITY AGREEMENT** (“**Release**”) is executed by the participating student and/or parent/guardian of the Student (collectively the, “**Student**”), in connection with a program, service, league, and/or event with **ESPORTS Ohio**, an Ohio not-for-profit corporation (“**ESO**”).

WHEREAS, Student wishes to participate in a program, league, activity, and/or event in connection with ESO (the “**Activity**”); and

WHEREAS, ESO requires, and Student understands and agrees, to certain terms and conditions in order to participate in the Activity, which shall apply to all current and future Activities.

NOW THEREFORE, for valuable and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Student hereby agrees as follows:

1. The Activity is provided on an “AS IS” basis and without warranty, guaranty or representation of any kind, expressed or implied. ESO is not responsible for any assurances, guarantees, representations or warranties made or implied by any parties associated with or involved in the Activity, including, but not limited to, any assurances, guarantees, representations or warranties made by the facility and/or location where the Activity takes place (the “**Facility**”). By participating in the Activity, each Student agrees to abide by all Facility and Activity rules and guidelines and accepts all responsibility for, and hereby indemnifies and holds harmless ESO and their employees, representatives, assigns, owners, operators, agents, trustees, legal representatives, and officers (collectively the “**Released Parties**”) from and against any claims that may arise from actions taken by such Released Parties.
2. Student is aware of and understands that the Activity may be physically and/or mentally strenuous and involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible effect and/or malfunction of the equipment used in the Activity; injuries resulting from contact and/or anticipated contact with objects and/or surfaces in or around the Facility; actions by third parties; reactions to visuals and/or stimulants associated with the Activity; and reactions to audio and/or noises associated with the Activity. In addition,

Student recognizes that the exertion of participating in the Activity could result in injury or death.

3. Student certifies that they are sufficiently prepared or trained for participation in the Activity and have not been advised to not participate by a qualified medical professional. Student certifies that there are no health-related reasons or problems which preclude their participation in the Activity.
4. Student WAIVES, RELEASES, and DISCHARGES, from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties for Student's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to Student including traveling to and from the Activity. Under no circumstances shall the Released Parties be liable for any direct, indirect, incident, special, or consequential damage arising out of the Activity, even if any or all of the Released Parties have been advised of the possibility of such damages.
5. By participating in the Activity, Student waives any and all rights to bring any claim or action related to such matters in any forum more than one (1) year after the first occurrence of the act, event, condition or omission upon which the claim or action is based.
6. Student has agreed voluntarily to participate in the Activity, which may include being documented, streamed, filmed, photographed, and/or recorded (the "**Content**") and said Content may be used by ESO and/or the Released Parties without promise, expectation, or receipt of remuneration. Student agrees to allow ESO and/or the Released Parties to create and/or capture the Content which may include, but is not limited to, audio/video recordings of Student and/or Student's game play, still images of Student, and transcripts of any conversations, and Student hereby grants ESO and the Released Parties the right and permission to copyright and/or use, adopt, modify, reproduce, broadcast, distribute, publicly display, in any form and/or media now known or later developed, such Content, as well as Student's image or visual likeness, name, and/or quotations attributable to Student ("**Work Product**") in keeping with ESO's purpose.
7. Student hereby releases and agrees to indemnify, defend, and save harmless ESO and the Released Parties from any and all liability and/or claims that Student or any third party claiming through Student may have now or in the future for invasion of privacy, right of publicity, intellectual property infringement, defamation, rights of attribution, moral rights, or any other cause of action arising out of the use, reproduction, adaptation, distribution, publication broadcast, performance or display of the Work Product. Student understands and agrees that ESO is and shall be the exclusive owner of all right, title, and interest, including copyright in the Work Product. ESO may use the Work Product, with or without Student's name, alone or in conjunction with any other material of any kind or nature, in keeping with ESO's purpose and consistent with community standards of decency.
8. The foregoing is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This document will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE OVER EIGHTEEN YEARS OF AGE (OR THAT THEY ARE THE PARENT/LEGAL GUARDIAN OF STUDENT, WHO IS A MINOR OR WARD), OF SOUND MIND, HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND SIGN IT OF THEIR OWN FREE WILL.

Parent/Guardian Printed Name: _____ **Phone:** _____

Parent/Guardian Signature: _____ **Date:** _____

Student Printed Name: _____ **Phone:** _____

Student Signature: _____ **Date:** _____