

D-LAN Waiver, Assumption of Risk, and Release of Liability Form

D-LAN: The Dungeon Room LAN (hereafter referred to as 'D-LAN' or 'D-LAN Organization') is a non-religious online organization devoted to gamers, their social interaction and multi-player gaming. In furtherance of its recreational mission and in order to enhance the members' enjoyment and access to monthly and yearly events, D-LAN permits its members to participate in social endeavors year round across North America.

In consideration for my acceptance as a participant in these Events, and the related services/amenities and activities to be provided by D-LAN in connection with these Events, I do hereby declare that I have read, understood, and accepted the following:

1. I have read any rules and conditions applicable to D-LAN (hereafter referred to as 'Event') made available to me; I will pay any costs and fees for the Event; and I acknowledge my participation is at the discretion of the Event organizers.
2. The Event officially begins and ends at the location(s) designated by D-LAN and its event organizers. The Event does not include carpooling, transportation, or transit to and from the Event, and I am personally responsible for all risks associated with this travel.
3. If I decide to leave early and not to complete the Event as planned, I assume all risks inherent in my decision to leave and waive all liability against D-LAN and The Nunes Household (hereafter referred to as 'Facilitators') arising from the decision.
4. I understand that I am at all times responsible for my own safety when I participate in any D-LAN Event. I expressly agree and promise to accept and assume all of the risks existing in this Event. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. I understand that recreational drugs or alcohol are strictly prohibited from any D-LAN Event. Any violations are grounds for immediate dismissal and/or police involvement, and immediate dismissal from the D-LAN organization.
6. I assume all responsibility for the damages and medical expenses following any injury or permanent disability in any D-LAN Event. I understand that both D-LAN and the Facilitator(s) do NOT provide any insurance coverage for my person while at the Event.
7. I assert that I have no physical or medical condition that would preclude my participation in the Event.
8. I assert that I have accident/health insurance coverage and/or my own health care needs that will apply in the event of injury as a result of my participation. I consent to and will permit emergency treatment if required.
9. I agree to pay any reasonable cost to repair or replace any D-LAN or Facilitator equipment lost or damaged by myself or through my actions, whether by accident or negligence, at the Event. The determination of whether to replace or repair damaged equipment shall be made by the owner of such equipment (either the organizer of the Event or the Facilitators). I will not be responsible for normal wear and tear on any equipment provided by D-LAN or the Facilitators at the Event.
10. This agreement is intended to be as broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or any part of any provision of this Agreement is held to be invalid or legally enforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
11. To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, RELEASE FROM LIABILITY AND INDEMNIFY** D-LAN and the Facilitators, its members, directors, employees, and any security staff from any and all demands, causes of action, costs, expenses or obligations of any kind, known or unknown, on account of, or in any way resulting from, Injuries and Damages, even if caused by negligence of D-LAN and the Facilitators, its members, directors, employees and staff in any way connected to the Event.
12. I further agree to **HOLD HARMLESS AND INDEMNIFY** the D-LAN Organization and the Facilitators, its members, directors, employees and staff from any claims, damages, injuries or losses caused by my own negligence while a participant of the Event. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Event.
13. I understand that this is a legal document. I execute it voluntarily and with full knowledge of its meaning and significance.
14. This waiver, release, and agreement apply to any and all D-LAN Events that I may participate in during the calendar year of **2009**.

In signing this waiver and release form, I acknowledge that I have read this document in its entirety and I freely and voluntarily assume all risks of any Injuries and Damages. Notwithstanding such risks, I agree to participate in this Event.

Player Name (Handle): _____

Legal Name (PRINT): _____ **Legal Name (SIGNATURE):** _____

Date of Signature: _____ **Emergency Contact/Phone:** _____

Your Age (at time of event) _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minor's name)("Minor") being permitted by D-LAN and the Facilitators to participate in its Events and to use its equipment and facilities, I further agree to indemnify and hold harmless D-LAN and the Facilitator(s) from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name: _____

Parent or Guardian Signature: _____ (if participant is under 18)

Date of Signature: _____ **Emergency Contact/Phone:** _____

-----LAN USE ONLY-----

AGE VERIFIED

STATE ID

PAID IN PERSON

PAYPAL

FRI

SAT

SUN

DATE

SIGN OFF