



Terms of Service

All participants in KCGameOn LLC's ("KCGameOn") event ("convention") held Feb 24th, April 14th, June 9th, Aug 14th, Oct 6th and Nov 30-Dec 2, in the year 2018 in either North Kansas City, MO, or Kansas City, MO are required to, and hereby do, assume all risk of participation in the convention by accepting this terms of service agreement ("agreement") and the assumption of risk and release of liability described below.

PURCHASES

- Every attendee is required to purchase a badge ("ticket"), with the exception of children ages four and under. Children ages four and under are free to attend and do not need a badge unless they will be participating in tournaments.
- **All children 13 and younger** must be accompanied by a Parent or Guardian with a badge and children must be registered online or at the Registration Desk or Operations Desk.
- KCGameOn accepts Visa, MasterCard, Discover, and American Express as payment thru Paypal. Cash is accepted for purchases on-site. Checks and Money Orders are not accepted at any time.

REFUNDS

- There are no refunds on badges or tournament fees.

LOST BADGE or ITEMS

- KCGameOn cannot replace lost, stolen or forgotten badges and/or event tickets. KCGameOn will not provide refunds, credit or replacements for any lost items.
- KCGameOn will not refund, credit or replace badges or event tickets if courier tracking indicates the badge or ticket was received at your premises.
- Lost, stolen or forgotten items must be repurchased at full cost.
- It is recommended you check with the KCGameOn Operations Desk to see if your materials have been turned into Lost & Found.
- KCGameOn assumes no responsibility for lost, stolen or forgotten materials.

WAIVER / ASSUMPTION OF RISK / RELEASE OF LIABILITY

- You agree to assume all risks of participating in the Convention and release KCGAMEON from any liability for loss, damage or injury (including disability or death) to your person and property while attending, participating in or becoming involved with the Convention.
- You specifically make the following representations and assurances to KCGAMEON, acknowledging that KCGAMEON would not permit your participation in the Convention without receiving such representations and assurances:



I wish to participate in a KCGAMEON Convention subject to the terms and conditions herein. I acknowledge and agree that the Convention involves some inherently dangerous activities. KCGAMEON will use good faith efforts to conduct and manage the Convention, but I understand that it is not possible to make the Convention completely safe. I warrant and represent that I am sufficiently knowledgeable, skilled and/or informed regarding the Convention to properly and fully judge the inherent risks of the Convention.

ASSUMPTION OF RISK

I acknowledge and agree that the Convention involves potential risks of serious personal injury, disability or even death. I represent that I have sufficient physical fitness to participate in the Convention and I have no medical reason or impairment that might otherwise prevent me from participating in the Convention. If I know or should know of any condition or problem that might prevent me from safely participating in the Convention, I agree that I will immediately advise KCGAMEON and remove myself from the Convention.

In consideration of being allowed to attend, participate in or become involved with the Convention, I hereby assume full responsibility for my own safety and accept all known and unanticipated risks of loss, damage and injury (including death or disability) to myself and my property while attending, participating in or becoming involved with the Convention, regardless of whether or not such risks are attributable to the negligence of others.

By assuming and accepting all known and unanticipated risks, I completely absolve, waive, discharge and release KCGAMEON and all its employees, advisors, consultants, members, contractors, organizers, operators, volunteers, sponsors or other persons affiliated with KCGAMEON and all facility staff, guests, fellow participants, landlords, owners, management companies and the like (collectively the "Indemnified Parties") from any legal duty for my safety or any liability for my harm, to the maximum extent permitted by law.

RELEASE OF LIABILITY

In consideration of being allowed to attend, participate in or become involved with the Convention, I hereby agree to release, waive, discharge, hold harmless, defend and indemnify the Indemnified Parties from and against any and all liability, claims, demands, controversy, lawsuits or possible causes of action ("Claims") that may accrue or arise from any loss, damage or injury (including death or disability) to my person and



property that is in any way related to or arising in connection with my attendance at, participation in or involvement with the Convention, regardless of whether or not such Claims are attributable in whole or in part to any act, omission or negligence of the Indemnified Parties.

I agree that the Indemnified Parties will not be legally responsible for any loss, damage and injury (including death or disability) to my person and property arising out of or in any way connected to the Convention, however caused and on any theory of liability whatsoever (whether in contract, tort, negligence, strict liability or otherwise), including but not limited to the Indemnified Party's own negligence. Such defense and indemnification shall include all reasonable costs, expenses and attorney's fees that may be associated with any Claims. I further agree that I will not cause, encourage, promulgate, support or cooperate with (unless such cooperation is judicially mandated) any Claims to be brought against the Indemnified Parties.

I understand that the above release and assumption of risk is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. The release and assumption of risk shall be enforceable to the fullest extent allowed by law. If any portion of the release and assumption of risk is held invalid, those parts that are not held invalid shall continue in full force and effect. The terms of the above release and assumption of risk shall apply to and be binding on myself, my spouse, my heirs, all members of my family, executors, administrators, representatives, and assigns.

GENERAL PROVISIONS

- I understand this Agreement is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the United States District Court for the Western District of Missouri or the Superior Court of Missouri State for Clay County any actions, suits or proceedings arising out of or relating to this Agreement and irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement.
- The parties hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or otherwise relating to this Agreement.



EXPLOITATION OF NAME AND LIKENESS

In consideration of being allowed to participate in this Convention, I hereby agree that KCGAMEON may photograph and/or record my likeness and/or voice and my participation in the Convention and without any additional consideration:

I hereby agree that KCGAMEON and its assigns and/or licensees may distribute, exhibit, broadcast, exploit, advertise, publicize and promote my name, biographical material, likeness, voice and performance in and in connection with the Convention or other KCGAMEON events.

I further agree that KCGAMEON may edit my appearance therein and I waive any personal or proprietary rights with respect thereto. I represent and warrant to KCGAMEON that I have not made any contract or commitment in conflict with this grant of rights to KCGAMEON.

Nothing herein contained shall obligate KCGAMEON to make or cause to be made any broadcast or other use of said appearance, or to exercise any of the rights granted to KCGAMEON herein.

ETHICS, CONDUCT AND NO HARASSMENT

I understand that KCGAMEON is dedicated to providing a safe, enjoyable, and harassment-free Convention experience for all participants and workers, regardless of their gender, sexual orientation, disability, physical appearance, body size, race, religion, or affiliation, and I hereby acknowledge that disruptive behavior, inappropriate and unlawful conduct, and harassment in any form will not be tolerated.

I agree to conduct myself, and any minors under my supervision, in a safe, responsible, non-disruptive, and lawful manner while attending the Convention, and understand that violation of Convention policies as determined by KCGAMEON in its sole discretion, may result in my expulsion from the Convention without refund. If you need to report an issue you may do so by visiting the Operations Desk.

MEDIA USAGE

- Media recording equipment larger than a handheld device is allowed only with an approved Press badge or the express consent of KCGameOn LLC. Those with professional recording needs should email Nick@kcgameon.com with their inquiries. Those with non-professional recording interest should email Nick@kcgameon.com.



- Attendees may not block aisles or walkways, impede movement, or disrupt the convention for photo-taking or recording purposes.
- Media recordings of specific exhibitor booths, on-sale products, demo products, and specific KCGameOn events are prohibited without the consent of the associated exhibitor or event organizer/GM. Attendees are responsible for knowing and complying with any additional rules and regulations pertaining to their location of recording.
- KCGameOn's Ethics, Conduct, and No Harassment policy extends to photos, recordings, and act of recording taken by attendees at KCGameOn. Attendees acknowledge that their photos and recordings must comply with KCGameOn's Ethics, Conduct, and No Harassment policy, and that a failure to do so may result in expulsion without refund from the convention. This policy is enforced at KCGameOn's sole discretion.
- KCGameOn, and the KCGameOn logo are trademarks of KCGameOn LLC. All rights reserved. Use of these marks without express written consent from KCGameOn LLC is prohibited.

CONTACT INFO

If you have any inquiries regarding our Refund, Exchange or Cancellation Policies, please email us at Nick@kcgameon.com. During the convention, all inquiries can be made at the Operations Desk onsite.

I have carefully read this terms of service agreement, fully understand its contents and hereby accept and agree to it voluntarily of my own free will. I affirm that either I am over 18 years of age and have full right, authority and capacity to enter into this terms of service agreement and to make the release and assumption of risk described herein, or that my parent or legal guardian has read and agreed to this terms of service agreement by placing a checkmark in the 'agree to Terms of Service section of the event registration page.

If participant is under 18 years of age, parent or legal guardian must also sign the WAIVER AND RELEASE OF LIABILITY.

The adult agreeing to the Terms of Service hereby represents that he/she is in fact the parent or legal guardian of the participant, that he/she has the right, authority and capacity to read this Terms of Service Agreement and sign the WAIVER AND RELEASE OF LIABILITY to make the release and assumption of risk described herein for and on behalf of the participant, that he/she has carefully read this Terms of Service Agreement and understood its contents, and that he/she is hereby accepting and agreeing to it voluntarily of his/her own free will.