

# BoiseLAN

## Waiver and Release

In consideration of the risk of injury while participating in BoiseLAN (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge BoiseLAN LLC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless BoiseLAN LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If BoiseLAN LLC incurs any of these types of expenses, I agree to reimburse BoiseLAN LLC.

I acknowledge that BoiseLAN LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of BoiseLAN LLC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read and understood this "waiver and release", the "Network and Internet Usage Waiver", and the "Waiver Rules" and fully understand that it is a release of liability. I expressly agree to release and discharge BoiseLAN LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against BoiseLAN LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of BoiseLAN LLC, its agents, and employees.

I hereby release, waive, and discharge all rights to all photographs and or video taken by myself or others while at this Activity to its organizers, press agencies, and sponsors. I understand and acknowledge that my picture and likeness may be used in publications and on websites in the future for promotional or informational purposes.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or

# BoiseLAN

## Waiver and Release

recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and BoiseLAN LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

### BoiseLAN Network and Internet Usage Waiver

1. I understand that any network hacking and intentional network disruption will result in my expulsion from the event without refund and I may be banned from any future events.
2. I understand that downloading illegal content of any kind from the Internet at BoiseLAN can result in my expulsion from the event.
3. I understand that my network and Internet activity is being monitored. Furthermore, I understand that the BoiseLAN network administrators will be monitoring my network and Internet activity for any of the above offenses.

In the event of an emergency, please contact the following person(s) in the order presented:

<b>Emergency Contact:</b>	<b>Contact Relationship:</b>	<b>Contact Telephone</b>
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I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's name:**

**Participant's address:**

**Signature:**

**Date:**

# BoiseLAN

## Waiver and Release

### PARENT/ GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent/Guardian Name:**

**Relationship to minor:**

**Signature:**

**Date:**

# BoiseLAN

## Waiver and Release

### Waiver Rules

1. No alcohol, drugs, or controlled substances may be brought to the event.
2. No fighting, brawling, horseplay, or any other form of physical conduct.
3. Sexual harassment will not be tolerated in any form. If reported you will be removed from the event without refund.
4. No weapons whatsoever are allowed inside the event.
5. To be a participant of BoiseLAN, BEFORE bringing in your equipment you must:
  1. Register at the door
  2. Turn in the signed waivers
  3. Collect your name badge
6. All participants are required to show legal, photo identification, or it will be assumed you are under 18 years old and will need a parent/guardian to sign the Network and Internet Usage Waiver and the Waiver and Release of Liability form. If you fail to present these forms or if you refuse to sign them you will not be admitted.
7. You must be 16 years of age or older to attend BoiseLAN unaccompanied by a parent/legal guardian. If you are under the age of 18 your parent/legal guardian must sign each waiver form, which you must bring with you when you register. Children under 16 years of age must be accompanied by a parent/legal guardian who is also a participant of BoiseLAN and who has also purchased admission. Please note, BoiseLAN is not a children's event and has a very PG-13 environment.
8. Each attendee must sign a waiver stating that they take responsibility for any damage or loss that may happen to their equipment or person as a result of participation in BoiseLAN. This means that anything you take into the event or win at the event, you are liable for.
9. Since we try to maintain a friendly environment, please limit loud, profane language while at BoiseLAN.
10. There will be a hardware curfew from midnight to opening the next day. No hardware may leave the main event room during this time except laptops or if approved by staff beforehand.
11. Clean up after yourself. Trash cans will be on site.
12. You are expected to maintain good hygiene. Complaints about body odor will result in dismissal from the event until the situation is corrected. Staff will not actively seek out if someone smells, you may report it to the help desk.
13. No touching, vandalizing, or any other form of physical contact of BoiseLAN's servers or network equipment is allowed.
14. If you damage or break any equipment belonging to, lent to, or donated to BoiseLAN, you will be held responsible to pay for the damages or to replace the item.
15. Do not tamper with anyone's equipment but your own.
16. No hacking or intentional network disruption. There will be no toleration of this kind of activity and you will be removed from the event without refund and banned from future events.
17. Distribution of pornography is not allowed.