

Rolling Video Games Flagler Liability Waiver & Release Form

Participant and/or Event Details **Required*

I am completing this waiver as a(n): ***Parent/Guardian** **Event Host**

Participant or Event Name _____

Email* _____

Contact Phone* _____

Your Date of Birth (mm/dd/yyyy)* _____

Emergency Contact **Required*

Emergency Contact Name* _____

Emergency Contact Phone* _____

If under 18, this form must be filled out by a parent or legal guardian. **Rolling Video Games Flagler is not responsible for any fraudulent information provided by a minor.*

How did you hear about us?

Select Friend/family Google search Social Media (Instagram Facebook etc.) Seen at public event
Print advertisement Other

I agree that myself, my child, and/or the participants of the event I am hosting will be permitted to play the following Games and Activities while engaging with Rolling Video Games Flagler:

- Games rated "T" for Teen
- Games rated "M" for Mature
- I do not give permission for games rated "T" for Teen or "M" for Mature to be played during this reservation.

Note About Game Rating Selections Above *If permission is not granted to play games rated "T" for Teen and/or games rated "M" for Mature, we will restrict gaming party exposure to only titles rated "E" for everyone or "10+". This will limit the console choices offered primarily to Switch, PS4 VR, and a small amount of select titles available for PS4/XBoxOne.*

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PUBLICITY RELEASE

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

I agree to the following:

1. I recognize that there are certain significant risks associated with the interactive entertainment activities organized by RVG Flagler. These risks include, but are not limited to, serious bodily injuries and/or psychological harm caused by involvement in a stressful environment that may require some physical exertion. I understand that Mature and Teen rated titles may be played during the experience and that my child/children may be exposed to this content. I am fully responsible for making all parties (essentially including, but not limited to the host parent and RVG Flagler personnel) aware of any special needs or allergies my child/children may have. The risk of serious injury from participating in RVG Flagler activities, although minimal, does exist as it does in all play and amusement activities. I agree to assume full responsibility for any personal injury I may sustain in connection with participation in interactive entertainment activities organized by RVG Flagler, and I release and discharge RVG Flagler and its owners, employees, representatives, and agents from any liability for any injuries I may sustain, including injuries caused by the negligence of RVG Flagler or its employees, representatives, or agents.
2. I agree to indemnify and defend RVG Flagler and its owners, employees, representative, and agents against all claims, causes of action, damages, judgments, cost, or expenses, including attorney fees and other litigation costs and expenses, which may in any way arise out of my participation in interactive entertainment activities organized by RVG Flagler, including injuries caused by the negligence of RVG Flagler or its employees, representatives, or agents.
3. I agree to pay for all damages to the facilities of RVG Flagler caused by my negligent, reckless, or willful conduct.
4. Any legal or equitable claim that may arise from my participation in interactive entertainment activities organized by RVG Flagler shall be resolved under Florida law with exclusive jurisdiction and venue being in the state and federal courts of the State of Florida.
5. I agree and acknowledge that I am under no pressure or duress to sign this Release and that I have been given a reasonable opportunity to review it before signing.
6. The invalidity or unenforceability of any provision of this Release, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or

enforceability of any other provision of this Release or of any other application of such provision, as the case may be.

7. Any controversy or claim arising out of or relating to this Release, or the breach thereof, shall be settled by arbitration administered by a single arbitration appointed by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in the state or federal courts of the State of Florida or a court that has jurisdiction to enter it.

8. I hereby consent to the recording of statements, photographs, and/or audio or video recordings taken of my child/children/myself at this RVG Flagler event for advertising, trade and/or publicity purposes, without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval by RVG Flagler personnel. All statements, photographs, and/or audio or video recordings taken of "the Minor(s)" or me, by RVG Flagler may be used by RVG Flagler for promotional, commercial or other purposes as determined by RVG Flagler anywhere in the world in its sole discretion. Neither "the Minor(s)" nor I shall have any right to control the use or publication by RVG Flagler of the statements, photographs, and/or audio or videorecordings. On behalf of "the Minor(s)" and myself, all statements, photographs, and/or audio/video recordings taken of "the Minor(s)" or me by RVG Flagler or its contractors, shall be the sole property of RVG Flagler. Neither the Minor nor I shall receive any compensation in connection with use of these statements, photographs, and/or audio or video recordings for promotional, commercial or other purposes. I hereby release, waive and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photographs, and/or audio or video recordings against RVG Flagler or any person or firm authorized by RVG Flagler to publish said materials ("Publisher"). Such release, waiver and discharge shall also extend to all affiliated companies, shareholders, directors, officers, employees, agents and assigns of RVG Flagler and any Publisher. I further agree that RVG Flagler owns all images and recordings it takes of me, and I waive any and all interest in the images and recordings. The permissions granted hereby shall continue to be in force and effect forever.

ESRB Awareness and Parental Consent **Required for all participants under the age of 17*

ESRB RATINGS GUIDE

The Entertainment Software Rating Board (ESRB) ratings provide concise and objective information about the content in video games and apps so consumers, especially parents, can make informed choices. ESRB ratings have three parts:

- **Rating Categories** suggest age appropriateness
- **Content Descriptors** indicate content that may have triggered a particular rating and/or may be of interest or concern
- **Interactive Elements** highlight interactive or online features of a product, including users' ability to interact with each other, the sharing of users' location with other users, if purchases of digital goods or services are offered, and/or if unrestricted internet access is provided.

RATING CATEGORIES



EVERYONE

Content is generally suitable for all ages. May contain minimal cartoon, fantasy or mild violence and/or infrequent use of mild language.



EVERYONE 10+

Content is generally suitable for ages 10 and up. May contain more cartoon, fantasy or mild violence, mild language and/or minimal suggestive themes.



TEEN

Content is generally suitable for ages 13 and up. May contain violence, suggestive themes, crude humor, minimal blood, simulated gambling and/or infrequent use of strong language.



MATURE

Content is generally suitable for ages 17 and up. May contain intense violence, blood and gore, sexual content and/or strong language.



ADULTS ONLY

Content suitable only for adults ages 18 and up. May include prolonged scenes of intense violence, graphic sexual content and/or gambling with real currency.



RATING PENDING

Not yet assigned a final ESRB rating. Appears only in advertising, marketing and promotional materials related to a physical (e.g., boxed) video game that is expected to carry an ESRB rating, and should be replaced by a game's rating once it has been assigned.

"Online Music Not Rated by the ESRB" - Warns that songs that are streamed or downloaded as add-ons for music-based games have not been rated and that their content has not been considered in the ESRB rating assignment.

Electronic Signature and Acknowledgement

I acknowledge that I have read and fully understand the foregoing release of liability. I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I UNDERSTAND THAT BY SIGNING BELOW, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Date*

Address*

Other Phone

Your Full Name*