

**Capture The Flag Terms and Conditions**  
**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of being allowed to participate in and attend the event “(Capture The Flag”) as produced by Epic Adventurez under Epic Toys LLC, I understand, acknowledge and agree to the following:

1. I certify that my dependant is physically able to participate in the Capture The Flag event and in any activity or performance associated with it, and has not been advised otherwise by a qualified medical professional.
2. My dependant and myself agree to comply with any and all rules, regulations, terms and conditions of the Capture The Flag event, including but not limited to the following:
3. I acknowledge and fully understand that as a participant, my dependant will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of Capture The Flag, participants, volunteers, spectators, event officials and organizers; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME FOR MYSELF AND MY DEPENDANT ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH, WHICH MAY OCCUR BY ATTENDING CAPTURE THE FLAG 2010 AND HEREBY FOREVER RELEASE, DISCHARGE AND HOLD CAPTURE THE FLAG HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF CAPTURE THE FLAG, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES, OR BY THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY CHILD’S PARTICIPATION.
4. I, on behalf of myself, my dependant, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue Capture The Flag, its officers, directors, members, employees, volunteers, representatives, agents, contractors and sub-contractors, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of equipment and premises used to conduct the Capture The Flag, events or activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me and or my dependant, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of CAPTURE THE FLAG, including any injury or damage to myself or my dependant’s person or property, or to that of any other person or property.
5. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my and my dependants participation in any CAPTURE THE FLAG program, event or activity.
6. I consent for myself and/or my dependant to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release CAPTURE THE FLAG and all persons participating in any such medical treatment from all responsibility for any such actions.
7. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
8. I agree that, in the event I and/or my dependant post, or allow to be posted, any images (still or video) on a personal website or a website controlled by a third party, that (1) in the event CAPTURE THE FLAG notifies me that any such images must be removed, for any reason whatsoever in CAPTURE THE FLAG's sole discretion, I will promptly remove or cause to be removed those images; and (2) I will place, or cause to be placed, on any website in which such images are displayed a notice that the images can be used only for the poster's personal use and not for any other purpose and that downloading or copying of the images is prohibited. I further agree that, in the event any third party displays or disseminates any of my and/or my dependant’s images in a manner not authorized by this agreement, I assign to CAPTURE THE FLAG the copyright so that CAPTURE THE FLAG can enforce against the third party any restrictions concerning use of the images, and I appoint CAPTURE THE FLAG as my attorney-in-fact to execute any documents necessary to effectuate such assignment.
9. I certify that I have adequate insurance to cover any injury or damage I or my dependant may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

10. I acknowledge that the CAPTURE THE FLAG, EPIC ADVENTUREZ and EPIC TOYS LLC name and logos are the property of the CAPTURE THE FLAG, EPIC ADVENTUREZ and EPIC TOYS LLC organization, and I understand that the CAPTURE THE FLAG, EPIC ADVENTUREZ and EPIC TOYS LLC organization controls all rights regarding the licensing and reproduction of any imagery recorded at the event. I agree that I and/or my dependant will not use the marks or logos of CAPTURE THE FLAG, EPIC ADVENTUREZ and EPIC TOYS LLC on any website or in any commercial manner.
11. Participating individual's image may be captured on film, video or photographs without my and/or my dependant's consent and without compensation.

"Use of Images"

I UNDERSTAND AND ACCEPT THAT NO USE OF IMAGES, FILM, OR VIDEO OBTAINED AT THE EVENT MAY BE MADE WITHOUT PRIOR WRITTEN PERMISSION FROM CAPTURE THE FLAG, OTHER THAN PERSONAL USE. I understand that I and my dependant have no rights to make any non-personal use of any image, film, or video footage obtained at the event, and that I cannot sell, transfer, or give the footage or completed film or video to any other party, except for personal use, and I agree to inform anyone to whom I or my dependant give any footage, film, or video that it can only be used for personal use.

12. Holder hereby appoints CAPTURE THE FLAG as his or her and their dependant's representative to protect his or her intellectual property or privacy rights, recognizing that CAPTURE THE FLAG has no obligation to take any such action.
13. I acknowledge that all vehicles including trucks, trailers and RVs entering and exiting CAPTURE THE FLAG are subject to search by Capture The Flag staff.
14. Use other than personal use of images from CAPTURE THE FLAG, or of drawings or representations of the CAPTURE THE FLAG, Epic Adventurez, Epic TOYS LLC sculpture on a book cover or in any advertisement, or of the phrase "CAPTURE THE FLAG, Epic Adventurez, Epic Toys LLC" in the title of any publication or in any advertisement, is prohibited without prior written consent of CAPTURE THE FLAG, Epic Adventurez, Epic Toys LLC.
15. I agree that CAPTURE THE FLAG is not liable for acts of God, Nature or actions taken by government agencies.
16. I understand that dependants under 18 years of age can attend the event only accompanied by a parent or guardian's explicit written agreement to these stated terms, and that if I bring a dependant to the event I agree for the dependant to the contractual terms contained in this release.
17. I agree to these terms only on behalf of a dependant for whom I am legally obligated to act as parent, or guardian.
18. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Clarification of "Capture The Flag" – "Capture The Flag" is an event produced by "Epic Adventurez," a subdivision of "Epic Toys LLC." References to "Capture The Flag" include parent entities Epic Adventurez and Epic Toys LLC.

Definition of Dependant - noun charge, child, helpless person, individual under guardianship, juvenile charge, minor, minor under guardianship, minor under protectorship, pensioner, person under guardianship, vassal, ward. The child participating in "Capture The Flag."

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
(Must be completed for all participants. Adults and players under the age of 18)

In consideration of (print player/dependant's name) \_\_\_\_\_ (player's name) \_\_\_\_\_ ("Dependant") being permitted by their legal guardian and Capture The Flag to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Capture The Flag from any and all claims which are brought by, or on behalf of Dependant, and which are in any way connected with such use or participation by dependant.

Player's Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent or Guardian: \_\_\_\_\_ (Guardian Signature)    Print Name: \_\_\_\_\_ (Guardian)    Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_    Emergency Contact #: \_\_\_\_\_

Would you like to join our email list? Email: \_\_\_\_\_    Event Name:: Capture The Flag