

# Liability Waiver & Release (the “Release”)

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby grants to the **PTBO Game Jam** and to its founders, organizers, personnel, licensees, assignees and other successors in interest (collectively, the “**PTBO Game Jam**”), all rights of every kind and character whatsoever in perpetuity in and to my appearance, name, image and/or voice and the results and proceeds thereof in connection with my participations in the event “**PTBO Game Jam 05**” (the “**Event**”), taking place on *March 13-15, 2020* at Sir Sandford Fleming College of Applied Arts and Technology (the “**Venue**”) at 599 Brealey Drive, Peterborough, Ontario, K9K 2N7, Canada.

In consideration of my voluntary participation in the **Event**, I (the “**Participant**”) hereby agree to waive, release and forever discharge the **PTBO Game Jam** and the **Venue** from any and all claims, in relation to my participation in the **Event**, that I have or may in the future have against the **PTBO Game Jam** and the **Venue**, and to release the **PTBO Game Jam** and the **Venue** from any and all liability for any loss, damage, expense or injury due to any cause whatsoever, whether in law or in equity, including, without limitation, any action for breach of tort, contract, any statutory or other duty of care, privacy, libel or slander. Further, I agree to hold harmless and indemnify the **PTBO Game Jam** and the **Venue** for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the **Event**. As such, I hereby acknowledge that I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THE EVENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I hereby authorize the **PTBO Game Jam** to photograph and record (on film, tape or otherwise) my participation in the **Event** (the “**Images**”) to use and to license others to use such recordings and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion, and to use my name, likeness, voice, biography or other information concerning me in connection with the **Event**. I further acknowledge that the **PTBO Game Jam** owns all rights to the results and proceeds of the foregoing license.

I hereby waive any so called “moral rights” of authors, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and irrevocably assign, license and grant to the **PTBO Game Jam**, throughout the universe, in perpetuity, the rights, if any, to authorize, prohibit, and control the renting, lending, fixation, reproduction and exploitation of the Images created by the **PTBO Game Jam**, in relation to the **Event**, in any media and means now known or hereafter devised as may be conferred under applicable laws, regulations or directives.

I confirm that I am either: (a) at least eighteen years of age; or (b) have provided a fully executed **Permission Form** (in the form as attached to the **Release**) for my participation in the **Event**.

**I acknowledge that I have been advised that I am able to obtain independent legal advice prior to signing the Release.** By signing this agreement, I acknowledge having read and understood all of the terms and conditions set forth in the above **Release**.

This agreement is binding upon my heirs, executors, personal representatives and assigns.

SIGNED on \_\_\_\_\_.

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Participant’s Name (Please Print)

## Parental Consent (the “Permission Form”)

The undersigned (the “**Witness**”), being a parent and/or legal guardian of \_\_\_\_\_ (the “**Participant**”) do hereby consent to the execution of the **Release** and shall ensure that the **Participant** complies with all of the terms of the **Release** and hereby confirms all grants and agreements made by the **Participant** under the **Release**.

The **Witness** will remain solely responsible for the **Participant** for the entire duration of the **Event** and must accompany the **Participant** while at the **Event**. **Witness** acknowledges having read and understood all of the terms and conditions set forth in the **Release** as they relate to their presence at the **Event**.

EXECUTED AND AGREED TO as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Witness’ Signature

\_\_\_\_\_  
Witness’ Name (Please Print)

## Attendee Address (the “Tracking Form”)

STREET ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

CITY

PROVINCE

\_\_\_\_\_

\_\_\_\_\_

POSTAL CODE

\_\_\_\_\_

*This information will be kept privately within the **PTBO Game Jam** in accordance with the guidelines set forth in the Personal Information Protection and Electronic Documents Act. It is collected for demographic and analysis purposes and will not be shared with anyone. We use this information when applying for grants to show the geographic areas participants come from, among other things.*