

Butler University Esports Waiver, Release, and Indemnity Agreement

This Butler University Esports Waiver, Release, and Indemnity Agreement (“Release”) is executed by _____ (“Participant”), and if Participant is under 18 years of age, Participant’s parent or legal guardian, and given to Butler University (“University”). Participant, intending to be legally bound hereby, agrees as follows:

Participant has voluntarily chosen to participate in Esports, video gaming activities, and activities related to video gaming and Esports both in-person at University’s Esports Arena and through third-party virtual platforms (“Virtual Platform”) (hereinafter, collectively, the “Activity”).

Participant understands and agrees that there may be health and safety hazards including, without limitation, falling; slipping; tripping; exposure to communicable and/ or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19); and hazards related to privacy, data security, cybersecurity, and unauthorized access inherent in using a Virtual Platform and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/or property damage associated with the Activity, and Participant knowingly assumes such risk.

Participant understands and acknowledges that Participant must read and agree to the Virtual Platform terms and conditions in order to use the Virtual Platform. The University is not a party to any user agreement or terms and conditions between Participant and the Virtual Platform, including, without limitation, any privacy policy or terms of use.

Participant understands and acknowledges that the University cannot guarantee the functionality or security, or eliminate all risks associated with use of a Virtual Platform. The Virtual Platform is solely responsible for all matters regarding its application, including, without limitation, application functionality, terms of service, privacy policies, and any claims related to the operation or use of the application. Participant agrees not to provide access information for the portions of the Activity conducted through a Virtual Platform, including without limitation, login or credential information or links to Activity sessions, to any other party without the prior written permission of the University in each case. Participant agrees not to photograph, record, or otherwise capture images, video, or sound from the Activity without the prior, express, written consent of the Virtual Platform and the University.

Participant is responsible for securing any equipment, software, or other materials needed to participate in the Activity. Participant further understands that University is not responsible for any damage to or theft of Participant’s personal property. Participant accepts all risks of personal property damage or theft of personal property related in any way to the Activity, including but not limited to personal property left in a vehicle owned, leased, or rented by the University, and understands that the University will not be responsible for such damage or theft.

Participant agrees to only participate in the Activity for the length of time that Participant is comfortable, can accomplish the Activity safely, and is within Participant’s ability and skill level. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Activity.

Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant authorizes the University, at the University’s sole discretion, to

administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital whether in an ambulance or otherwise). However, Participant acknowledges that representatives of the University may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) act in any way which shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any conduct which contributes to or causes illness or injury to any person. Participant understands and agrees that Participant shall abide by: (i) all policies, rules, and regulations of University, including those related to COVID-19, and the University's Code of Conduct, and (ii) all rules, directions, precautions, and guidelines issued by University or its representatives, by any associated individuals, institutions, or organizations; local governmental authorities; the State of Indiana; or by the United States Government. Participant will take good care of the equipment Participant uses during the Activity. Participant may be expelled from the Activity, at University's sole discretion, for any reason, including for violation of these codes or policies and/or for misconduct, as well as subject to further sanctions by University.

The University has the right to expel Participant, including any of Participant's guests, for inappropriate conduct or other behavior by Participant (or Participant's guests) deemed detrimental to other participants or the best interests of the Activity or make cancellations, substitutions or changes in case of emergency, changed conditions, health and safety considerations, or in the interest of the Activity, in its sole discretion. In such case, the University will not be liable for any fees or expenses incurred by Participant. If Participant leaves or is expelled from the Activity for any reason, there will be no refund of fees already paid. Participant agrees to be responsible for any and all costs arising from voluntary or involuntary withdrawal from the Activity prior to its completion, including withdrawal caused by illness or disciplinary action. Participant shall be responsible for the conduct of all Participant's guests, including being financially responsible for any damages caused by Participant's guests, and shall educate Participant's guests on the rules of conduct set forth in this Release.

Participant grants permission for the use of and hereby fully releases the use of Participant's image in any photographs, recording (including video and/ or sound), or other media containing Participant's image ("Images") made in connection with the Activity to the University. The Images may be used without restriction for the benefit of the University in any and all publications or media, in any form, including on any of the University's web sites or social media sites, without further consideration, and Participant acknowledges the University's right to so use the Images at its discretion. Participant understands that all rights to the Images belong exclusively to the University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images in cards, posters, pictures, brochures, dramatic motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of the University. The above statement of release also covers the use of any quote and/or testimonial given by Participant during or about the Activity.

In the event Participant chooses to participate in any independent travel or extracurricular activities before, during or after the Activity, Participant acknowledges that these activities are not sponsored by the University and that Participant is undertaking them at Participant's own cost, risk and responsibility. Participant agrees to release the University, its Board of Trustees, officers, agents and employees from any

and all claims arising out of or in any way connected with such independent travel or extracurricular activities, including, but not limited to any transportation or travel to or from such activities.

Participant acknowledges that the University's insurance does not cover automobile liability or damage in conjunction with the use of personal automobiles, even if such use is for travel to and from the Activity. If Participant will be driving a personal automobile in conjunction with the Activity, Participant certifies that Participant has adequate auto insurance coverage, including liability coverage for injury or property damage and damage to the personal vehicle, to cover the expense of any accident or injury resulting from the use of Participant's personal vehicle in conjunction with the Activity, and understands that Participant is responsible for any cost, including deductibles, in any way resulting from the use of a personal vehicle. If Participant will be a passenger in a personal vehicle in connection with the Activity, Participant understands that any claims for property damage or personal injury related to travelling in the personal automobile will be the responsibility of the auto insurance covering the personal vehicle or the owner/ driver of the personal automobile.

Participant agrees that Participant is solely responsible for Participant's own travel arrangements to and from sites should Participant fail to arrive on time for the transportation departures.

In consideration for entry into the premises (Esports Arena), of participating in the Activity, in full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant hereby agrees to assume all of the risks and responsibilities surrounding participation in the Activity.

PARTICIPANT, FOR PARTICIPANT'S SELF, HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREES TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE UNIVERSITY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL ILLNESS OR INJURY, INCLUDING DEATH WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE UNIVERSITY (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

In the event any provision in this Release is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. Any dispute arising from this Release shall be governed by the laws of the State of Indiana, without regard for conflict of law, and any action must be brought in the state or federal courts sitting in Indianapolis, Indiana.

Participant certifies that Participant has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity Agreement is completely voluntary. Participant further certifies that Participant is at least 18 years of age.

Participant's Signature: _____ Date: _____

Printed Address: _____

Participant's Emergency Contact Printed Name: _____

Relationship to Participant: _____

Participant's Emergency Contact Phone Number: _____

IF PARTICIPANT IS UNDER THE AGE OF 18, THEN THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING:

1. I am the parent or legal guardian of the Participant named above who signed above.
2. I give my permission for my child to take part in the Activity described on the first page of this Release with the understanding that there are potential risks associated with the Activity.
3. I understand that I am responsible for determining and disclosing to University whether my child has any allergies or medical conditions which could be triggered by the activities associated with the Activity.
4. I understand that the Participant is expected to behave responsibly and to follow Butler's code of conduct and policies.
5. I agree that in the event of an emergency injury or illness, the staff member(s) in charge of the Activity may act on my behalf and at my expense in obtaining medical treatment for the Participant.
6. I have carefully read and fully understand the terms and obligations contained in the Release, and I confirm that the information and affirmations provided by the Participant are accurate and complete.
7. I am and will be legally responsible for the obligations and acts of the Participant as described in this form, (including payment for all damages to facilities caused by my or my child's negligent, reckless, or willful conduct and all such other parts as may subject me to personal financial responsibility).
8. I understand that in the event my child, or any other party contemplated by this Release initiates or attempts to initiate a claim or cause of action of any kind whatsoever, that I will indemnify and hold harmless Butler University, its Board of Trustees, officers agents, employees, representatives, and assigns from any liability resulting therefrom, including damages, costs and attorney's fees.
9. I understand that my child may be exposed to video games that contain graphic violence and adult situations that some may find inappropriate for minors.
10. I agree, for myself and for the Participant, to be bound by its terms.

Signature of Parent/Guardian

Printed First Name and Last Name of Parent/Guardian

Parent's/Guardian's Address and Telephone Number