

Fragapalooza 2008 Registration Form

Last Name: _____ First Name: _____ Alias/Nickname: _____

Email: _____ Phone: () _____

RULES: Fragapalooza Organizers have final say on all matters

- 1) The Waiver of Liability, Assumption of Risk and Indemnity Agreement form (on reverse side) must be reviewed and signed before admittance into this event is granted.
- 2) If you are of the age of 17 years old or under, you must have the Waiver of Liability, Assumption of Risk and indemnity Agreement form (on reverse side) reviewed and signed by your parent or legal guardian before admittance into this event is granted. **ABSOLUTELY NO EXCEPTIONS.**
- 3) You are responsible for your own equipment. Setup and move your stuff at your own risk. We are not responsible for lost, stolen or damaged items. We suggest you take all easily removable accessories with you if you plan on leaving your computer for a long period of time. You and you alone are the sole supervisor of your property.

EQUIPMENT LIST (be brief, accurate, and feel free to ask your Registrar for a supplemental sheet for more room)

DESCRIPTION	SERIAL # (OPTIONAL)	DESCRIPTION	SERIAL # (OPTIONAL)

- 4) No A.C.-powered speakers. You are allowed TWO (2) plug-ins; one for your monitor and one for your tower that total no more than 350 watts.
- 5) Unruly behavior will not be tolerated. If you are being a nuisance, the Fragapalooza Organizers may ask you to leave without refund.
- 6) Open Piracy, network attacks, and other electronic delinquencies may result in ejection from the event without refund.
- 7) **ABSOLUTELY NO PORNOGRAPHY.** You will be asked to leave the event with no warning and no refund.
- 8) No smoking or alcohol is allowed in the venue.
- 9) Please keep your area clean. Use the trashcans and recycle bins located throughout the facility.
- 10) Complete the photo release form.

I have read and understand the above rules and I am ready to have a great deal of fun!

Participant X _____

Date: _____

DO NOT WRITE BELOW THIS LINE

Description	Quantity	Total
Registration Fee:		
T-Shirt:		
Hat / Touque		
Parking Pass		
Sub-Total		
Less: Pre-Paid Amt:		
Total:		

Comments:

FP ID# _____

RELEASE TO USE LIKENESS

This release is effective for the following dates: August 7th – August 10th, 2008 for the event commonly known as Fragapalooza.

Fragapalooza Corporation and Fragapalooza Consulting (“Fragapalooza”) and NVIDIA Corporation (“NVIDIA”) is producing materials to publicize Fragapalooza and NVIDIA and its brand products (the “Promotional Materials”), and has and will obtain video footage, a photographic image or audio recording of you that may be used in Promotional Materials.

By signing below, you acknowledge receipt of adequate consideration and grant Fragapalooza and NVIDIA, its agents, employees, partners, successors and assigns the following:

- (a) The right to use your name, spoken word, voice, dramatic performance, musical or other performance, rendering, silhouette, photographic picture or other reproduction by photography, tape, digital media, film, or otherwise (hereby referred to as your “Likeness”) in connection with the Promotional Material, however, Fragapalooza and NVIDIA is not required to use your Likeness in the Promotional Materials, and
- (b) All rights of every nature whatsoever in connection with use of your Likeness in the Promotional Material, including, without limitation, all copyrights therein and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute and otherwise exploit your Likeness in the Promotional Material, in whole or in part, in perpetuity throughout the world in and all media, whether now or hereafter devised, including without limitation in, an in connection with, the marketing, publicity and promotion of Fragapalooza and NVIDIA products. Fragapalooza and NVIDIA may exploit such rights by broadcasting the Promotional Material, or any part thereof, and may use any and all rights granted to Fragapalooza and NVIDIA herein for any and all commercial, merchandising, promotional and advertising purpose. In this respect, you agree that Fragapalooza and NVIDIA may edit, alter, reproduce or otherwise change the Promotional Material for any such purpose and Fragapalooza and NVIDIA has complete artistic control and discretion in doing so. You acknowledge that you shall have no ownership,

authorship or moral rights in the Promotional Material or any part thereof.

You hereby release Fragapalooza and NVIDIA and their officers, directors, employees and agents from any and all claims, actions, demands, or causes of action of any kind, nature or description, which you or any of your successors, or, assigns, may now, or at any time, have or claim to have reason of, arising out of, relating to or in any way connected with the rights granted above.

You understand that Fragapalooza and NVIDIA is not a signatory to any union, that you are not a member of a performing arts union and that the consideration paid to you pursuant to this release constitutes complete consideration for all uses and re-uses of your Likeness in connection with the Promotional Material.

You represent that you are eighteen (18) years of age or older.

Name (please print): _____

FP ID#: _____ Date: _____

X _____

Signature

If you are not eighteen (18) years of age or older, a suitable parent or guardian must sign on your behalf:

Parent or Guardian’s Name (please print)

X _____

Parent or Guardian’s Signature

Note: THIS WAIVER MUST BE SIGNED IF YOU ARE A PARTICIPANT TO GAIN ADMITTANCE INTO FRAGAPALOOZA AUGUST 7TH, 2008 TO AUGUST 10TH, 2008. IF YOU ARE A PARTICIPANT AND OF THE AGE OR 17 OR UNDER, YOU MUST HAVE THIS PERMISSION FORM/WAIVER COMPLETED BY A PARENT OR LEGAL GUARDIAN TO GAIN ADMITTANCE.

PLEASE READ THE FOLLOWING CAREFULLY:

WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS WAIVER, YOU ARE GIVING UP THE RIGHT TO SUE.

TO: Fragapalooza Incorporated, Fragapalooza Gaming Society, and Fragapalooza Consulting

In consideration of Fragapalooza Incorporated, Fragapalooza Gaming Society, Fragapalooza Consulting and all accompanying sponsors and adults (Collectively hereafter known as "the Group") accepting my application on behalf of myself or any minor child on whose behalf I sign this agreement for participation in a computer LAN gaming tournament (collectively hereafter known as "Fragapalooza"), organized by the Group, I agree to the release of Claims, Waiver of Liability, Assumption of Risk and Indemnity Agreement as provided for in this agreement ("the Agreement").

I declare that in participating, or in permitting the participation of any minor child in respect of whom I sign this Agreement, in any activity or service operated or organized by the Group, I waive claims I may have against the Group and release the Group for all liability for injury, illness, death, property loss or damage or any other loss whatsoever which maybe sustained by me or any minor child in respect of whom I sign this agreement as a result of my (or his or her) participation in such activity or service, due to any cause whatsoever including, without limitation, negligence on the part of the Group.

I further agree to indemnify the Group against any liability resulting from such participation of me or any minor child in respect of whom I sign this Agreement.

I acknowledge that participating in Fragapalooza may involve risks and dangers to myself, or any minor child on whose behalf I sign this Agreement, or property.

I acknowledge that Fragapalooza commences at 9:00 a.m. on Thursday, August 7th, 2008 and will run non-stop thereafter for a total 81 hours ending at 6:00 p.m., Sunday, August 10th, 2008. Further, I acknowledge that the Group is at no

time responsible for adequate supervision of any person or minor child on whose behalf I sign this Agreement that participates in Fragapalooza. Adequate provisions for food and sleep are entirely the sole responsibility of the person participating, including any minor child on whose behalf I sign this Agreement.

Further, I acknowledge that the Group is at no time responsible for adequate supervision of any property under the care of myself, or any minor child on whose behalf I sign this Agreement.

I fully understand the risks and dangers involved in these activities, and accept the same entirely at my own risk.

The terms hereof shall be binding upon me, my heirs and personal representatives upon any minor child in respect of whom I sign this Agreement.

Name of Participant:

Age of Participant: _____ Date: _____

Signature of Participant:

X _____

Signature of Parent or Guardian: (Must be signed if participant is under 18 years old):

X _____

WE UNDERSTAND THE FOREMENTIONED WAIVER AND ACCEPT THIS SAID WAIVER