

# LVL UP EXPO Release and Waiver of Liability

**Please Note:** If you are 17 years of age or under, a parent or guardian must complete this Release and Waiver of Liability Form on your behalf.

This is a Release and Waiver of Liability (the "Release") executed on this date,\_\_\_\_\_\_ by, \_\_\_\_\_\_(the "Applicant"), and, if applicable, in conjunction with\_\_\_\_\_\_, (if applicable) parent or legal guardian having legal custody or legal guardianship of the Applicant, in favor of LVL UP EXPO, their directors, officers, employees, and agents (Collectively referred to as "LVL UP EXPO").

The Applicant desires to partake in the Cosplay Contest at LVL UP EXPO and engage in the activities related to partaking in the Cosplay Contest (the "Activities"). The Applicant understands that the Activities may include- live performance in front of an audience and showcasing their costumes in front of a panel of judges.

The Applicant hereby freely, voluntarily, and without duress executes this Release under the terms below:

### 1. Release and Waiver.

Applicant does hereby release and forever discharge and hold harmless LVL UP EXPO and it's successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or many hereafter arise from the Applicant's Activities with LVL UP EXPO.

Applicant understands that this Release discharges LVL UP EXPO from any liability or claim that the Applicant may have against LVL UP EXPO with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Applicant's Activities with LVL UP EXPO, its officers, directors, employees, or agents, including claims arising out of negligence.

Applicant also understands that LVL UP EXPO does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

#### 2. Medical Treatment.

Applicant does hereby release and forever discharge LVL UP EXPO from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Applicant's Activities with LVL

UP EXPO.

#### 3. Assumption of Risk.

The Applicant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases LVL UP EXPO from all liability for injury, illness, death, or property damage resulting from the Activities.

### 6. Assumption of Risk of COVID-19.

Applicant hereby expressly and specifically assumes the following:

While attending LVL UP EXPO, preventative measures may be put in place by Organizer to reduce the risks of exposure to COVID-19. Safety protocols may be revised to reflect the current state of the country and what our Nevada Governor sets as guidelines. LVL UP EXPO cannot guarantee that it's Applicants, exhibitors, artists, and attendees will not become infected with COVID-19.

Furthermore, Applicant acknowledges and understands the following:

**a.** Attending Event includes possible exposure to an illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

**b.** Applicant knowingly and freely assumes all such risks related to illness and infectious diseases, such as COVID-19; and

**c.** Applicant hereby knowingly assumes the risk of injury, harm and loss associated with attending Event.

### 4. Insurance.

I, The Applicant, understands that, except as otherwise agreed to by LVL UP EXPO in writing, LVL UP EXPO does not carry or maintain health, medical, or disability insurance coverage for any Applicant. Each Applicant is expected and encouraged to obtain his or her own medical or health insurance coverage.

### 5. Photography and Videography Release.

Applicant does hereby grant and convey unto LVL UP EXPO all right, title and interest in any and all images and video or audio recordings of Applicant made by LVL UP EXPO during the Applicant's Activities with LVL UP EXPO, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings in any media now existing or hereinafter invented. Applicant consents to LVL UP EXPO publishing, exhibiting, or otherwise distributing such images, video, or audio recordings of Applicant without Applicant's approval.

### 6. Other.

Applicant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Nevada, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Nevada. Applicant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

## 7. Signature.

By electronically signing below, the Applicant and, if applicable, the parent/guardian, has read, understood, and executed this Release as of the date first above written.

| Signature of Applicant or    |  |
|------------------------------|--|
| •                            |  |
| Signature of Parent/Guardian |  |
|                              |  |
| on behalf of Applicant:      |  |