



NETWAR

MAGE and NETWAR LANParty Disclaimer and Legal Notice

Section I, Definition of Terms:

For the purposes of this document, the following terms shall be used:

- The Mid-America Gamers Expo, also referred to as "MAGE" or "event" is the host of all activities related to MAGE.
- The LANParty, also referred to as a "computer gaming event" or "event" is officially known as NETWAR.
- The term "Hosts" includes, but is not limited to the Sponsors, Event Staff, Event Site personnel, and other persons of both MAGE and NETWAR.
- The physical location of MAGE and the LANParty is **Mid-America Center – One Arena Way, Council Bluffs, IA 51501**
- The official website of MAGE is www.MAGEIowa.com and the official website of NETWAR is www.netwar.org These websites have all of the information for attendees regarding MAGE and the LANParty.

Section II

I hereby acknowledge that I desire to participate in MAGE and the computer gaming event(s) which is entitled and defined in section I as "MAGE and the LANParty" at "the location". I also acknowledge that my decision to participate in MAGE and the LANParty is totally voluntary and is solely for the purpose of my pursuit of recreational activities that I enjoy. I authorize the use of any photos (both digital and print), and videos for MAGE and NETWAR use and posting on websites and in other print, digital and social media. I agree that I am fully aware of the risks and hazards inherent in entering the premises including but not limited to wire hazards on floor, high voltage electrical wiring on floor, narrow aisles, and other hazards and/or in participating in MAGE and the LANParty and hereby elect to voluntarily enter upon said premises, knowing the present condition and knowing that said condition may become more hazardous and dangerous. I, the undersigned, hereby assume all risk of illness or injury at MAGE and the LANParty in which I voluntarily participate. For and in consideration of permission to participate in MAGE and the LANParty, I hereby irrevocably and forever release, discharge, waive and hold harmless MAGE, the Iowa West Foundation, Iowa Western Community College, Vic Gutman & Associates, NETWAR and its officers, directors, employees, sponsors and agents (collectively referred to as "the Hosts") from any and all claims, losses, causes of action and liabilities of any kind (including attorneys' fees) arising out of or relating in any way to MAGE and the LANParty. I voluntarily waive any claims that I might have against the Hosts, and I understand and agree that the Hosts assume no responsibility or liability for any injury to persons or property (including property that is lost, stolen or damaged), that may occur during MAGE and the LANParty. I agree that I have read and will follow all official rules which are posted on the MAGE and NETWAR websites and at MAGE and the LANParty. I further agree that during MAGE and the LANParty I shall conduct myself in an appropriate fashion and I shall not behave poorly by violating rules, performing harmful acts, using profanity, obscenity or any otherwise objectionable conduct towards any person or property involved with MAGE and the LANParty. I recognize and understand that the hosts reserve the right to require cessation of any such activity and the hosts, in their sole discretion, may require my removal from MAGE and the LANParty(s), without any refund of any kind. I acknowledge that I am at least 18 years of age. I agree this instrument, in its entirety, is intended by me to be binding upon my heirs, executors, administrators, agents and/or assigns.

Section III

MAGE and NETWAR LANParty Disclaimer and Legal Notice

- **PARTICIPATION GUIDELINES:**
 - Participants WILL conduct themselves in a professional and sportsmanlike manner.
 - Participants will be respectful of each-others person and equipment.
 - Tournament and prize winners will make themselves available for photos, as per sponsor's requirements.
 - Failure to follow these guidelines will result in immediate disqualification.
 - The consumption of alcoholic beverages is prohibited.
- **CHEATING:**

MAGE and NETWAR have **zero tolerance** for cheating! Using any of the following cheats, but not limited to: cheat codes, exploits, debug version game kernels or libraries, excessive ping of network devices or computers to slow network bandwidth will result in the forfeiture of the game, and disqualification from all remaining tournaments/games and removal from the site.

- **ACTS OF VIOLENCE:**

Acts of violence will NOT be tolerated! Intentional damage to the property, other guest's computers, staff property, network equipment, and/or items belonging to sponsors, is grounds for immediate removal from the event without refund. The staffs of both MAGE and NETWAR reserve the sole right to define what is and what is not a violent act.

No weapons of any kind are allowed at MAGE or NETWAR, this includes all real and play toy weapons, paintball markers, Airsoft guns, etc.

- **ILLEGAL ACTIVITIES:**

MAGE and NETWAR do not, under any circumstances, condone any type of illegal activity whatsoever, including, but not limited to, the copying of illegal software, MP3's or distribution of pornographic material to minors. MAGE and NETWAR Staff / Admins do not condone pirating. However, we cannot and will not police machines and network traffic trying to find such items. Each individual is solely responsible for the software / files and the copyright laws associated with items that are located on their machine. In addition, MAGE and NETWAR have a firm policy against viewing of pornographic material at our events. Please be aware that making pornographic material viewable and or accessible to minors is illegal. If a staff member views pornography displayed on your computer at any time, you will be removed from MAGE and the LANParty without refund. Participants understand that his/her machines(s) are his/her personal responsibility and liability and agrees to indemnify, defend and hold harmless MAGE /NETWAR /Staff /Hosts/ Sponsors and each Sponsor's directors, officers, employees, agents and representatives from any claims arising out of, in whole or in part, the participant's use in any way of his/her computers, monitor, or other computer related equipment during any MAGE or NETWAR party.

- **HACKING:**

MAGE and NETWAR do not tolerate hacking of any kind under any circumstance. Hacking of computers, network devices, DoS attacks, viruses, backdoors or anything of the sort is grounds for immediate dismissal from the MAGE and NETWAR party without refund and can lead to banning said player from all future events.

- **OFFICIALS:**

MAGE and NETWAR officials along with Sponsors execute all facets of the MAGE Event, LAN Party and Tournament. MAGE Staff, NETWAR Administrators and Sponsors reserve the right to require any Participant to replay any match for any reason, at their sole discretion and to disqualify any participant who fails to follow the Official Rules, who makes any misrepresentation relative to the Tournament and/or the redemption of prizes, who tampers with the entry process or the operation of any of the Tournaments or Web Sites, who act in violation of the Official Rules, who act in an unsportsmanlike or disruptive manner or who act with intent to annoy, abuse, threaten or harass any other person(s). To ensure that players have played according to the Official Rules, MAGE and NETWAR Tournament Officials will review ALL game play during the Tournament. Decisions by Tournament officials are FINAL. All prizewinners will be identified on-site at the Event.

- **LIMITATION OF LIABILITY:**

Sponsors and/or MAGE and NETWAR Administrators are not responsible for any inaccurate information, whether caused by either of the Official Web Sites or by Web Site users or by any of the equipment or programming associated with or utilized in the event or the Tournament or by any technical or human error which may occur in the processing of Tournament results. MAGE and NETWAR Administrators/Sponsors assume NO liability for any injury, loss, or damage of any kind arising from or in connection with any person's participation in the Event or Tournament, including without limitation, participation in any real-life activity, or injury, loss or damage sustained from use of any prize won. If for any reason the Event or the Tournament is not capable of running as planned, including infection by computer virus', bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the MAGE Staff and NETWAR Administrator's/ Sponsors, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Event or the Tournament, MAGE and NETWAR Administrator's/Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Event and/or the Tournament without refund. By participating in the Event, each Participant agrees to be bound by the Official Rules. MAGE AND NETWAR ADMINISTRATORS/SPONSORS SHALL NOT BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT SPONSORS OR ANY SPONSOR OR ADMINISTRATOR RECEIVED NOTICE THEREOF.

By registering for and attending this event, you are voluntarily assuming all risks related to exposure to COVID-19 and will not hold MAGE, NETWAR, the Iowa West Foundation, Iowa Western Community College or any of its partners or sponsors in any way responsible for any consequences related to such exposure. Masks are strongly encouraged for every attendee regardless of vaccination status.

Event: **MAGE and NETWAR**

Signature: _____ Date: _____

Printed Name: _____ Cell: _____

Gamertag: _____

Seat # (Located on the BYOC Seating List): _____ (Important to speed up check-in)

MAGE and NETWAR LANParty - Minor Participation

This section is attached to and a part of this agreement. This section is only necessary if this agreement is being executed on the behalf of a minor child, a person under the age of 18, and should be completed only by the parent or legal guardian of the minor child. I hereby certify that I am the parent or legal guardian of the minor child listed below and acknowledge and agree to the terms and conditions set forth above in Section II, and I hereby execute and enter into the Hold Harmless and Assumption of Risk Agreement on his or her behalf.

I understand and agree that through participation in events held in connection with MAGE and the LANParty, including, without limitation, official tournaments, the event participants will likely play or be involved with M-Rated, or Mature-Rated, computer software games (with the M-Rating designating an industry rating of suggested play for individuals 17 years or older).

I also acknowledge and agree that I have seen the game play involved with these games. Further, I understand that many individually owned computers brought to the LANParty may display and/or contain content deemed not suitable for minors and that participants of MAGE and the LANParty can engage in informal competitions that may contain M-Rated games and/or other potentially objectionable material.

I hereby irrevocably and forever release, discharge, waive and hold harmless MAGE, the Iowa West Foundation, Iowa Western Community College, Vic Gutman & Associates, NETWAR and its officers, directors, employees, sponsors and agents (collectively referred to as "the Hosts") from any and all claims, losses, causes of action and liabilities of any kind (including attorneys' fees) that I may have as a result of any injury, or damage sustained to my minor child participant arising out of or relating in any way to MAGE and the LANParty. In addition, I will defend, indemnify and hold harmless the "Hosts" identified herein from any and all liens, claims, demands, subrogation rights and causes of action whatsoever, by anyone, on account of injuries and/or damages sustained to my minor child that may occur during, or as a result of his/her participation in MAGE and the LANParty. Thus includes, but is not limited to, any claims brought by, or on behalf of such minor child, and any derivative claims such as those made by or on behalf of his/her parent, guardian, custodian or conservator.

I hereby provide my informed consent to my child's (or ward's) participation in such games at MAGE and the LANParty (including participation in games prior to, or following, MAGE and the LANParty, and to otherwise participate in MAGE and the LANParty).

Event: **MAGE and NETWAR**

CHECK ONE

_____ **Unescorted** I agree that my child, age 16 – 18, may attend unescorted, and that I assume full responsibility and liability for the minor child's behavior, and their adherence to the attached guidelines for participation.

_____ **Escorted** I agree that my child, age 15 or under, may NOT attend unescorted, and I assume full responsibility and liability for the constant and continuous supervision and oversight of the minor child's behavior, and their adherence to the attached guidelines for participation.

Signature of Parent or Legal Guardian: _____ Date: _____

Printed Name of Parent or Legal Guardian: _____

Address: _____

Printed Name of Minor Child: _____ Age of Minor Child: _____

Parent/Legal Guardian Cell Phone Number _____