

## **TRAIN JAM WAIVER OF LIABILITY & LICENSE FOR USE OF LIKENESS**

In consideration of my voluntary participation in MsMinotaur, LLC's ("MsMinotaur") game development experience ("Train Jam"), taking place from March 15, 2018, through March 17, 2018, and the good and valuable mutual promises in this agreement, the receipt and sufficiency of which I acknowledge, I agree as follows:

I recognize and understand that Train Jam activities are of a physical nature and may involve certain risks. Those risks include, but are not limited to, possible negative reactions to train travel, close proximity development, and virtual reality, such as feelings of nausea, dizziness or disorientation, and the risk of personal injury, such as disfigurement, disability or death. I further understand and acknowledge that, because some game development tools involve use of new technologies, there may be unknown and non-obvious risks associated with my participation in Train Jam. Despite these and other risks, I agree to assume any and all physical, psychological and financial risks associated with participating in Train Jam. I hereby certify that, except for physical disabilities known and approved by MsMinotaur in connection with an official Train Jam sponsor program, I am in good health and do not suffer from a heart condition, contagious dermatological condition, allergies, or any other ailment or condition which could be exacerbated by participation in Train Jam or could pose a danger to other participants in Train Jam. In the event that I do suffer from a physical disability known and approved by MsMinotaur as discussed in the foregoing provision, I agree to assume any and all relevant risks associated with participating in Train Jam. I and my assignees, heirs, guardians, next of kin, spouse and legal representatives hereby forever waive any and all claims, liabilities, demands, actions, suits, damages, and expenses against MsMinotaur and its members, managers, officers, directors, affiliates, employees, agents, contractors, volunteers, representatives, and insurers for injury, death, or property damage related to: (i) my participation in Train Jam; (ii) the

negligence of MsMinotaur, whether directly related to Train Jam or not; or (iii) my use of any equipment, facility, or property owned or controlled by MsMinotaur or a MsMinotaur affiliate organization in connection with Train Jam.

I acknowledge that participation in Train Jam requires compliance at all times with Amtrak's Terms of Transportation and other relevant policies, as well as MsMinotaur's Terms of Service and other policies listed on the Train Jam website. I represent and warrant that I have fully read, understood, and agreed to the foregoing terms and policies. I understand that if I am at any time in violation of the foregoing terms or policies, I may be immediately removed and/or banned from the Amtrak train, or from this and any future Train Jam events at the discretion of Amtrak or MsMinotaur respectively.

I recognize and understand that my Train Jam ticket is nontransferable and nonrefundable, except as provided in Section 3(b) of the MsMinotaur Terms of Service. I further acknowledge and agree that all schedules are subject to change without notice, and that MsMinotaur shall not be responsible for any delays in travel caused by the use of Amtrak services, specifically including delays in arriving at the Game Developer's Conference in San Francisco, California, or for any harm or costs incurred by you in connection with such delays.

I acknowledge that my participation in Train Jam may include a stipend provided by MsMinotaur to support my travel and accommodation whilst participating in Train Jam. The amount of this stipend shall be determined at the sole discretion of MsMinotaur. This stipend shall be paid only upon receipt by MsMinotaur of any appropriate and necessary tax declarations. I further acknowledge and agree that if for any reason I am unable to participate in this program I must notify MsMinotaur promptly, and shall be required to

return to MsMinotaur any and all stipend funds I have already received.

I acknowledge and understand that any content I create, develop, and/or contribute with one or more other individuals while participating in Train Jam may be considered jointly owned intellectual property by all individuals. As a result, such content may be used, reproduced, or commercially exploited by all such individuals. I recognize that MsMinotaur does not control the terms of such co-ownership, and that MsMinotaur shall not be responsible in any way for determining the ownership of such intellectual property. Accordingly, I hereby forever waive and release MsMinotaur from any and all claims, harms, or costs that may arise in connection with the foregoing.

I hereby consent to MsMinotaur's use of my name, image, likeness and appearance, recorded voice, and other personal characteristics in any and all materials published by or on behalf of MsMinotaur in connection with Train Jam, including without limitation on websites and social media platforms affiliated with Train Jam. I hereby grant MsMinotaur the irrevocable and royalty-free right and unrestricted permission concerning any photographs, videos, or other information containing my likeness to publish, display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, sell, rent, license, otherwise use and permit others to use my likeness in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, and for any purpose. I expressly waive the right to inspect or approve such MsMinotaur use of my likeness. Accordingly, I and my assignees, heirs, guardians, next of kin, spouse, and legal representatives hereby forever release MsMinotaur and its members, managers, officers, directors, affiliates, employees, agents, contractors, volunteers, representatives, and insurers from any and all claims, liabilities, demands, actions, suits, damages, and expenses that may arise out of or in connection with such use of my likeness, including without limitation any and all claims for copyright or trademark

infringement, infringement of moral rights, defamation, intrusion, false light, public disclosure of private facts, libel, or violation of any rights of publicity or privacy. Notwithstanding the foregoing, I understand that I may revoke this likeness license at any time prior to the commencement of Train Jam by notifying MsMinotaur in writing at the following email address: [info@trainjam.com](mailto:info@trainjam.com)

**BY CLICKING "I ACCEPT": I WARRANT AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE LEGALLY COMPETENT TO READ, UNDERSTAND, AND ACCEPT THE PROVISIONS OF THIS AGREEMENT; I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE ABOVE AGREEMENT; I ACKNOWLEDGE AND UNDERSTAND THAT THIS IS A CONTRACT BETWEEN MYSELF AND MSMINOTAUR; AND I FULLY ACCEPT THESE TERMS OF MY OWN FREE WILL.**