



Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

PLEASE READ AND SIGN THIS AGREEMENT. IT RELEASES US FROM LIABILITY.

In consideration of being permitted to be present at FanimeCon 2023 (the “Event”), held in San Jose, California May 26-29, 2023 and, at my election, to participate in any and all activities offered at or in connection with the Event, including but not limited to game tournaments, cosplay chess, Masquerade, the “Game Show,” “Stage Zero,” and one or more fan panels (such activities being referred to individually as an “Activity” and collectively as “Activities”), I, _____, for myself, my personal representatives, heirs, next of kin, and assigns:

1. Hereby Release, Waive, Discharge and Covenant Not to Sue Foundation for Anime and Niche Subcultures, the Organization Sponsoring the Event, or any of its Directors, Officers, Owners, Officials, Agents, Volunteers, Attorneys, or Representatives (referred to as the “Released Parties”) in connection with any Claim, Cause Of Action, Demand in respect of any Injury, Loss or Damage to Person or Property, Cost, or Expense arising out of my Presence at and/or Participation in, any of the Activities, Whether Caused by the Act, Omission, or Negligence of any of the Released Parties or Otherwise.
2. Hereby Agree to Indemnify, Defend, and Save and Hold Harmless the Released Parties and each of them From Any Loss, Liability, Damage, Cost, Expense or Demand any of the Released Parties May Incur arising out of or Related to my Presence at and/or Participation in, any of the Activities, Whether Caused by the Act, Omission or Negligence of any of the Released Parties, Myself, or any Other Person, My Act or Omission, or Otherwise.
3. Hereby Acknowledge that Presence at and/or Participation in Activities Involves the Risk of Property Loss or Damage or Bodily Injury, and that such Damage, Loss or Injury May Be Compounded or Increased by Negligent Supervision or Control by the Released Parties and other Persons.
4. Hereby Assume Full Responsibility for Any Risk of Bodily Injury and Property Damage or Loss, Arising out of or Related to Presence at and/or Participation in any of the Activities, Whether Caused by the Negligence of any of the Released Parties or Otherwise.
5. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement Extends to all Acts of Negligence by any of the Released Parties, Including Negligent Supervision or Control of the Facility, and is Intended to be as Broad and Inclusive As Is Permitted by the Laws of the State of California and that If Any Portion Hereof Is Held Invalid, It Is Agreed that the Balance shall, Notwithstanding, Continue in Full Legal Force and Effect.



6. Hereby Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement Shall Be Binding on My Personal Representatives, Heirs, Next of Kin, and Assigns.

7. Hereby Acknowledge My Understanding that Foundation for Anime and Niche Subcultures is relying on the terms of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement in allowing Me to be Present at FanimeCon 2023, Including, at My Election, Any or All of the Activities.

IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE FOUNDATION FOR ANIME AND NICHE SUBCULTURES AND ITS DIRECTORS, OFFICERS, OWNERS, OFFICIALS, AGENTS, VOLUNTEERS, ATTORNEYS, AND REPRESENTATIVES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS CAUSED BY NEGLIGENCE IN ANY WAY RELATED TO MY PRESENCE AT FANIMECON 2016, INCLUDING THE ACTIVITIES, WHETHER OR NOT I AM PRESENT AT OR PARTICIPATING IN ANY ACTIVITY AT THE TIME, AND EVEN IF I WOULD HAVE THE RIGHT TO RECOVER DAMAGES FOR THE INJURY OR PROPERTY DAMAGE OR LOSS HAD I NOT SIGNED THIS AGREEMENT.

I Have Read This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, Fully Understand and Agree to Its Terms, Understand That I Have Given Up Substantial Rights by Signing It, and Have Signed It Freely and Voluntarily Without Any Inducement, Assurance, or Guarantee Being Made to Me and Intend My Signature to Be a Complete and Unconditional Release of All Liability to the Greatest Extent Allowed by Law.

Date: _____

(Signature)

(Printed Name)

(Signature)

Date: _____

(Signature of Parent or Guardian, if Applicable)

(Printed Name)