

## MyCon VOLUNTEER AGREEMENT

For and in consideration of Blue Wolf Productions LLC, DBA MyCon (“MyCon”) allowing me, the undersigned, to volunteer at the 2018 MyCon Gaming Convention (the “Event”) I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Volunteer Agreement (the “Agreement”):

1. I hereby represent that (i) I am at least eighteen (18) years of age; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely volunteer at the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to volunteer at the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. If I am accepted as a volunteer for the Event, I will not be an employee of Blue Wolf Productions LLC (but rather, an independent contractor), I will not be entitled to any compensation for my volunteer services, including salary or wages, and I will not be entitled to any benefits from Blue Wolf Productions LLC.
3. I understand and agree that no particular assignment or schedule or hours of service are required or guaranteed for the volunteer work I will perform for MyCon, that MyCon may determine at any time that it no longer needs such volunteer services performed, and that I may decide at any time to end my volunteer activities for MyCon. Consequently, I control the dates and times when I volunteer, and MyCon is not responsible for scheduling my volunteer work. I also understand that I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits upon the termination of this agreement or as a result of this service.
4. I further understand that MyCon assumes no responsibility or liability for my safety or for the consequences of my activities.
5. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF THE EVENT, I AM NOT COVERED BY Blue Wolf Productions LLC or MyCon's WORKERS' COMPENSATION PROGRAM. I authorize MyCon to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.
6. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: MyCon, Blue Wolf Productions LLC, its members, managers, employees, independent contractors, employees and attendees; the Event directors, the host facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
7. I further understand that if I am responsible for injuries to third parties or damages to their property while acting outside the scope of my voluntarily accepted volunteer duties, that I may be held personally liable for any monetary damages a court may award to the injured party.
8. As a condition of my participation in the Event, I hereby grant MyCon a limited license to use my name, likeness, image, photograph, voice, video, and other information (collectively, “Likeness”), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event. The foregoing grant, however, does not constitute consent for MyCon or any third party to use my Likeness in an endorsement of any product or service without my specific written consent. I acknowledge that I have read and understood the above Release.
9. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance

of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

10. I acknowledge and agree that any disputes, including any legal action, arising out of my volunteering at the Event, shall be brought exclusively in the courts of Cache County, Utah, and shall be governed by the laws of the State of Utah. I submit myself to the jurisdiction of such courts for all such purposes.

Dated: \_\_\_\_\_

Volunteer: \_\_\_\_\_ Print Name: \_\_\_\_\_