



# OTAKON®

Walter E. Washington Convention Center  
801 Mt Vernon Pl NW  
Washington, DC 20001  
www.otakon.com  
July 29<sup>th</sup> - July 31<sup>st</sup> 2022

## Cosplay Rescue Waiver and Release from Liability Agreement Form for Minor Participant

Participant and Participant's parent(s) or natural guardian(s) permit Otakorp, Inc. and/or any of its authorized affiliates, and/or Otakon staff members (hereinafter "Otakorp") to perform repairs on Participant's Cosplay costume at Otakon 2022 on the dates of July 29-31, 2022 (hereinafter "Activity").

Participant and Participant's parent(s) or natural guardian(s) understand that Cosplay costume repairs performed by Otakorp may include, but aren't limited to, work in the following mediums: wigs, props, fabric, worbla, steel, wood, makeup, acrylic, hot glue, duct tape, paper, foam, cardboard, plastic, glass, and leather.

Participant and Participant's parent(s) or natural guardian(s) understand that Participant may be refused service at any time during the repair. Participant and Participant's parent(s) or natural guardian(s) also understand that Participant is participating voluntarily and may refuse to have their Cosplay costume repaired at any time. Participant and Participant's parent(s) or natural guardian(s) will ask for clarification if needed.

Participant and Participant's parent(s) or natural guardian(s) also understand and acknowledge these repairs inherently involve risks of injury to property or person which may be caused by Participant's own actions or inactions, the conditions in which the activities take place, the physical environment, or the negligence of the "Releasees" named below. Such risks of injury to property or person may include, but are not limited to, illness or bodily injury ranging from minor to serious and the possibility of permanent disability, paralysis, and death, and/or damage to Participant's Cosplay costume in the form of: ripping, tearing, unraveling, stains, chemical burns, solvent reactions, punctures, weathering, color removal, adhesion failure, and delamination. There may also be other risks not known or readily foreseeable at this time.

Participant and Participant's parent(s) or natural guardian(s) fully accept and assume all such risks and all responsibility for losses, costs, damages, and injuries Participant may incur or suffer as a result of the above-referenced Cosplay repairs performed by Otakorp.

Participant and Participant's parent(s) or natural guardian(s) hereby release, discharge, and covenant not to sue Otakorp, Inc. or its directors, officers, volunteers, authorized affiliates, representatives, and Otakon staffers, each considered one of the "Releasees" herein, now and forever from any liability, claims, demands, losses, or damages on Participant's account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise which may result in the repair of Participant's Cosplay costume.

Participant and Participant's parent(s) or natural guardian(s) further agree that if, despite this Waiver and Release from Liability Agreement, Participant and Participant's parent(s) or natural guardian(s), or anyone on their behalf, makes a claim against any of the Releasees, Participant and Participant's parent(s) or natural guardian(s) will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as a result of such claim.





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Participant and Participant's parent(s) or natural guardian(s) hereby agree to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Waiver and Release of Liability Agreement, and/or (b) Participant's participation in the Activity, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activity occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities occurred, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant, Participant's parent(s) or natural guardian(s), and Otakorp specifically intend this Binding Arbitration provision to survive in the event that any other portion of this Agreement is held invalid. **NOTICE TO PARTICIPANT AND PARTICIPANT'S PARENT(S) OR NATURAL GUARDIAN(S):** By signing this Agreement, you are giving up your right to commence litigation against Otakorp in a court of law, and you are giving up your right to a trial by jury.

I/We have read the above Waiver and Release, understand that I/We have given up substantial rights by signing it, have not changed it orally, and sign it voluntarily.

Participant's Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

