

SCRIMS ESPORTS GAMING CENTER TERMS AND CONDITIONS

TO BE READ AND AGREED TO BY EACH PLAYER OR THE PARENT/GUARDIAN OF EACH PLAYER UNDER THE AGE OF 18 BEFORE PARTICIPATING IN ANY ACTIVITY OR EVENT AT SCRIMS CENTER LLC

As valid consideration for: (i) entry into the premises of any Scrims Center LLC location ("SCRIMS") by me and/or my minor child; (ii) participation by me and/or my minor child in events and activities offered at SCRIMS ("Activities"); and (iii) my and/or my minor child's use of the supplies, systems, and equipment located at SCRIMS and other services offered, I agree as follows on behalf of myself and my minor child:

SCRIMS Gamer Code of Conduct

- 1) Offensive expression. Avoid expressing ourselves in an offensive manner toward other players or their actions in the game, regardless of whether they are opponents or teammates.
- 2) Offensive language. Avoid using language, nicknames or other expressions that insult another player's gender, gender identity, origin, physical ability, sexual orientation, religion or age.
- 3) Team dynamic. Always support your team, communicating positively and with respect.
- 4) Violent language. Avoid using language or actions that refer to sexual violence or other violence.
- 5) Violent actions. Avoid acting in a threatening or violent manner.
- 6) Cheating. Avoid cheating or hacking.
- 7) Private information. Avoid sharing our account information or any other private information that could put ourselves or our peers at risk.
- 8) Harassment. You may not harass other players, team members, or other associated parties.
- 9) Sexual Harassment. You may not sexually harass other players, team members or other associated parties. There is zero tolerance for any sexual threats or coercion or the promise of advantages in exchange for sexual favors.
- 10) Discrimination and Denigration. You may not offend the dignity or integrity of a country, private person, or group of people through contemptuous, discriminatory, or denigratory words or actions on account of race, ethnicity, socioeconomic status, ability status, gender identity, language, religion, political opinion or any other opinion, sexual orientation, or any other reason.
- 11) Proper use of gaming equipment. You will only use gaming equipment as intended and avoid any negligent, reckless, or willful conduct.

SCRIMS Terms of Service

- 1) Guest must follow all posted and verbal instructions provided by SCRIMS staff.
- 2) Do not use profanity or engage in unsafe, illegal, or offensive behavior.
- 3) SCRIMS staff reserve the right to temporarily close for the purposes of maintenance or private events without prior notice or any compensation.
- 4) Guests should not leave any valuables or personal belongings unattended. SCRIMSis not responsible or liable for any lost, stolen, or damaged property.

- 5) Smoking or vaping is not permitted in SCRIMS.
- 6) No outside food or beverage is allowed.
- 7) No pets allowed except for service animals.
- 8) No firearms or weapons permitted.
- 9) Respectful attire must always be worn, and SCRIMS staff reserve the right to refuse service or expel guests with unacceptable attire.
- 10) SCRIMS staff reserve the right to eject any guest that in our opinion, may pose a risk to the safety of other guests and/or affect their enjoyment within SCRIMS property.
- 11) No soliciting
- 12) Children under the age of 13 must always be accompanied by a legal guardian or adult while at SCRIMS.
- 13) Waiver required for those participants under the age of 18.
- 14) Additional revisions can be made by SCRIMS to the policies and procedures without any notice.
- 15) Specific events may have more specific age restrictions.
- 16) Personal keys/Accounts may be needed as there are limited store licenses available.

Liability Waiver

- There are risks, both known and unknown, in playing video games. This includes, but is not limited to physical injury, emotional injury, and distress. I understand that Mature and Teen rated titles may be played during the experience and that my child/children may be exposed to this content. I also am aware that SCRIMS staff is not responsible for adult language spoken by my child/children or other SCRIMS guests. I am fully aware that SCRIMS is not responsible for any food allergies of myself or my child/children. The risk of serious injury from participating in SCRIMS activities, although minimal, does exist as it does in all play and amusement activities.
- 2) I agree to assume the full risk of any injuries or associated damages or loss which I and/or my minor child may sustain in participating in the Activities at SCRIMS. I agree that I will not and that I will instruct my minor child not to utilize any equipment at SCRIMS unless and until the proper use of the equipment has been explained and is understood. I understand that such equipment must be operated in strict accordance with instructions. In the event of any emergency, I authorize SCRIMS to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my or my minor child's immediate care and agree that I will be responsible for the payment of any and all medical services rendered.
- 3) I agree to pay for all damages to the facilities and equipment of SCRIMS caused by my or my child's negligent, reckless, or willful conduct.
- 4) I agree to observe and obey the Code of Conduct, Terms of Service and all other posted rules and warnings, and to follow any oral instructions or directions given by SCRIMS or its employees, representatives, or agents.
- 5) I understand that by participating in any Activity at SCRIMS, I am allowing myself and/or my minor child to be filmed and photographed for security and marketing purposes. Activities may be filmed or photographed without prior notice and used for promotional purposes on the website, social media, print or television ads. I agree that no compensation will be given for the use of this media. If I do not wish photographs or videos of myself and/or my child to be taken, I will notify SCRIMS in writing prior to the commencement of the Activities.
- 6) In consideration of being permitted to participate in any Activity at SCRIMS, I, on behalf of myself, my children, my family members, children in my care, my heirs and my guests, knowingly and freely assume all risks of injury and agree to hold harmless SCRIMS, its respective owners, officers, agents, employees, guests, promoters, sponsors, Landlord, and advertisers with respect to any claims, demands, causes or rights of action, even if arising from the actions, acts of omission or negligence of said entities or individuals.