

Gnome Games

Gen Con 2012

CONTRACT



This Contract (the "Agreement") sets forth the terms and conditions under which Gnome Games LLC ("GG") for payment of the trip price, agrees to provide you (the "Participant") this tour package. Please note that if you are under the age of 18 at the time of signing the application, your parent(s) or guardian(s) must also sign. GG is not responsible for forged signatures. A parent or guardian over 21 years of age must accompany minors under the age of 18.

1. RESPONSIBILITY: GG is responsible to you for arranging and providing transportation services and accommodations offered in connection with this tour package. GG does not assume responsibility for any act, omission, injury to person or property, loss, inconvenience, accident, delay, negligence or default of any company, hotel, carrier company and/or their employees, servants or subcontractors providing any services, accommodations, or facilities in connection with this tour package. The Participant, and his/her parents/guardians (if applicable), agrees that GG is not liable for, and hereby release GG from any liability for any personal injury to the Participant, property damage or loss, accident, delay, or inconvenience to the Participant that may arise, in whole or in part, from any act or omission by such supplier. GG is not responsible for lost or stolen baggage, or any other personal items brought on the trip. Participant may wish to seek optional travel insurance prior to the trip.

2. RESERVATIONS AND PAYMENT: Trip registration is confirmed ONLY when GG has received and accepted a trip *deposit* of \$100. Payments may be made by cash, check, money order, or credit card. (There is a \$10 processing fee for all credit card payments) **FINAL payments MUST be received at GG no later than July 1st, 2012 or the trip price will increase \$50.** No personal checks will be accepted after July 15th, 2012. All checks and Money Orders must contain *Participant's* name and be made payable to: Gnome Games.

3. PACKAGE PRICE: As of Jan 15, 2012, package pricing is based on the following:
Accommodations at the La Quinta, Indianapolis, IN and Motor Coach transportation provided by Nationwide Travelers, and government tariffs/ taxes. All Prices are in U.S. currency. These prices DO NOT include GENCON event tickets, entry fees, badges, food, or any goods, services, or fees not specifically included in this contract. GG reserves the right to substitute equivalent hotel accommodations and/or transportation as necessary.

Current package prices are (All taxes included):

Gen Con 2012 Package **Dates – Wednesday August 15th – Sunday August 19th 2012.**

Early Bird Registration (\$100 Deposit must be received at GG before May 1st, 2012; Final payment by July 15th, 2012)

Single Occupancy - \$600 / person
Double Occupancy - \$400 / Person
Quad Occupancy - \$ 300/ Person
Bus Only - \$ 125 / Person

Regular Registration (Full payment must be received at GG before July 15th, 2012)

Single Occupancy - \$625 / person
Double Occupancy - \$425/ Person
Quad Occupancy - \$ 325 / Person
Bus Only - \$ 150 / Person

Late Registration (Full payment received at GG July 16th, 2012 or later)

If space is available registration may be accommodated at the regular rates plus \$50 late registration fee.

4. BAGGAGE: Our Carrier allows each passenger to check one (1) piece of luggage of up to 44 lbs. You are also allowed to bring one (1) carry-on bag, which must fit under the seat.

5. DOCUMENTATION: Participants under 18 years of age at time of departure must have a **Notarized** Permission to Travel Form from both parents or legal guardians. It is the sole responsibility of the Participant to obtain proper documentation.

6. CANCELLATIONS: *The right to refunds if the Participant changes plans is limited. All Cancellations MUST be made in writing to Gnome Games Gen Con Trip, 2160 Ridge Road. Green Bay, WI 54304.* For your protection, GG requests that all cancellations be sent Return Receipt Requested. Notice of cancellation must be signed by the Participant who initiated registration, must be legible, and must include a complete address, and phone number. Once a notice of cancellation is accepted AND deemed eligible for a refund by GG, the appropriate refund will be mailed within 2 weeks. **NO REFUNDS WILL BE ISSUED FROM VERBAL CANCELLATIONS.** The cancellation schedule below will apply to all cancellations, including those due to unexpected circumstances, i.e., financial, medical, academic reasons. Monies paid over and above the amounts shown below, less any fees will be refunded.

CANCELLATION SCHEDULE AND FEES:

- A) Cancellations **postmarked BEFORE May 1st, 2012** are fully refundable;
- B) Cancellations **postmarked ON OR AFTER May 1st, 2012 and BEFORE July 15th, 2012** - forfeit \$100;
- C) Cancellations **postmarked ON OR AFTER July 15th, 2012** - NO REFUND.

If you cancel or are cancelled due to non-payment, a \$25 reactivation fee, plus any additional hotel fees will be assessed to reinstate your account. Canceled accounts are reinstated only on a space available basis. If you are paid-in-full and while space is still available you find a replacement, a full refund, less a \$25 transfer fee, and any other fees, will be issued. Transfers are not accepted within 1 week of departure.

7. CHARTER OPERATOR CANCELLATION: If GG must cancel the charter: We will notify you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. GG has no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If that occurs, GG will notify you as soon as possible but not later than the scheduled departure date. If the charter is canceled, GG will make a full refund to you within 14 days after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a Participant waives the additional remedies.

8. MAJOR CHANGE: If GG makes major changes prior to departure you have the right to cancel and receive a full refund. The applicable major changes are as follows: (1) a change in departure or return date; (2) a change in origin or destination city, unless the change affects only the order in which cities named in a tour package are visited; (3) a change of any hotel category; (4) a price increase of more than 10% occurring more than 10 days prior to departure. In no event can we increase your price less than 10 days before departure. If a major change must be made in the program, GG will notify you within 7 days after first learning of the change. Within 7 days after receiving notification of a major change, but in no event later than departure, you may cancel your reservation and you will receive a full refund. If a major change occurs after departure, which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment that applies to the services not accepted. Force Majeure - If forces beyond GG's reasonable control, i.e., storms or other natural disasters, transportation strikes, etc., cause the trip to be extended, the Participant must pay, or reimburse GG for all extra costs associated with such trip extension, i.e., lodging, meals, and transportation. In the unlikely event the entire trip is canceled due to circumstances beyond GG's reasonable control, GG shall refund the entire trip price to the Participant, less any non-refundable service or other charges incurred by GG.

9. ENTIRE AGREEMENT: The "Booking Policies/Reservation Participant Agreement" and "STATEMENT OF INFORMED CONSENT AND DISCLOSURE OF LIMITED LIABILITY" constitute the entire agreement between the parties, and supercedes any previous agreements or understandings. The Agreement can only be modified by a writing signed by the party to be charged, and shall be governed by and interpreted pursuant to the laws of the State of Wisconsin. Any dispute between the parties, or any of them, as to the interpretation or enforcement of any provision of this Agreement, or for any claimed injury, loss or damage sustained while on the Trip, shall be resolved by binding arbitration, which shall be conducted in Green Bay, Wisconsin, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect.

**STATEMENT OF INFORMED CONSENT AND DISCLOSURE OF LIMITED LIABILITY
PLEASE READ, SIGN, AND RETURN THIS FORM TO GNOME GAMES PRIOR TO TRAVEL**

All participants must complete this Statement of Informed Consent and Disclosure of Limited Liability Form (hereafter, "LL Form"). If participant is under 18 years of age, parent(s)/legal guardian(s) must read, sign and return this LL Form to GG. If you and/or your parents/guardians fail to sign and return this LL Form, as indicated, you may forfeit your right to travel on the Tour. If you participate on the Tour without signing and returning this Form, GG shall have the right to presume that you and your parent(s)/guardian(s) (if applicable) have read it and consent to its contents. BY EMBARKING ON THE TOUR, YOU VOLUNTARILY ASSUME ALL RISKS INVOLVED IN SUCH TRAVEL, EXPECTED OR UNEXPECTED.

THIS FORM MUST BE FULLY SIGNED AND RETURNED TO GG WITH TRIP DOWN PAYMENT!

You may send the signed document by mail.

1. The Tour is organized, promoted, and staffed by GG. This is not a university-organized event. The university accepts no responsibility for the activities of the trip participant or the tour company.
2. All service providers (including, but not limited to, transportation, hotel/resort accommodations, entertainment and restaurant establishments, recreational services/providers, etc.) used are independent contractors of GG and act only as an intermediary between these service providers and the trip participants. GG shall not be responsible for any injuries, damages, or losses caused to any trip participant in connection with mechanical or construction failures or difficulties, social or labor unrest, diseases, local laws, climatic conditions, abnormal conditions or developments, terrorist activities or other actions, omissions or conditions outside GG's reasonable control. If you have a question or concern while on-site regarding the service(s) provided on-site by any of GG's service providers, please inform a GG staff member immediately and we will do our best to assist you.
3. The trip participant assumes complete and full responsibility for, and hereby releases GG from, any duty of checking and verifying any and all convention registrations or requirements. **Participants under 18 years old must have a parental permission form signed by both parents.** It is the sole responsibility of the Participant to obtain travel permission documents. It is the responsibility of the trip participant to have and keep safe his/her convention registration documentation.

4. Transportation to Indianapolis will be provided by an independent transportation company. GG is not responsible for persons failing to arrive at the pickup location on time, every time, including shuttles. Each traveler will be informed of transportation departure times. Any person not on the bus at time of departure will be left behind and will be solely responsible for his/her own transportation thereafter. GG will not compensate any person for additional transportation costs incurred. GG is not responsible for any refunds of monies due to motor coach or equipment mechanical problems, weather difficulties, road closures, strikes, or any situations caused by acts of God.

5. GG will provide assistance during hotel check-in and during convention registration Wednesday evening. **GG is not responsible for any luggage and/or carry-on items at the departure, hotel transfers, hotel check-in/check-out, or at any other time.** It is your responsibility to ensure that your belongings are placed on the correct bus and brought to your assigned room. Please be sure that all belongings have current identification tags attached. By signing this document, the trip participant signifies his/her understanding that GG recommends supplemental luggage insurance and that the trip participant has either procured such insurance or has chosen to travel without it. One source of such insurance is Travelsafe Insurance. <http://www.travelsafe.com/>

6. During the Tour, you should be aware of the risk and possible danger inherent in traveling and in various activities in which you may, at your own discretion, participate. Such activities include, but are not limited to, swimming, attending nightclubs and night activities, and any other gaming event or physical exertion. **YOUR PARTICIPATION IN SUCH ACTIVITIES IS ENTIRELY VOLUNTARY, AND IF YOU CHOOSE TO PARTICIPATE IN SUCH ACTIVITIES, YOU DO SO AT YOUR OWN RISK. GG SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY THAT MAY RESULT FROM YOUR PARTICIPATION IN ANY SUCH ACTIVITIES. DURING THE TRIP, YOU SHOULD USE COMMON SENSE AT ALL TIMES. YOU SHOULD NOT TAKE ANY UNNECESSARY RISKS AND SHOULD AVOID POTENTIALLY DANGEROUS SITUATIONS. ALL TRIP PARTICIPANTS SHOULD USE THE "BUDDY SYSTEM" DURING THE TRIP, AND SHOULD NOT WALK OR TRAVEL ALONE, ESPECIALLY AT NIGHT.** Shoes should be worn on-site at all times reasonably possible. Should an emergency situation arise or an injury occur, immediately inform appropriate emergency response workers and GG's staff, of the situation/injury. Each trip participant should have valid family medical insurance prior to traveling on the Trip and GG strongly encourages you to purchase supplemental trip insurance.

7. GG may capture the Trip on film and use photos and videos of it for its marketing materials, including but not limited to brochures, internet websites, movies, commercials, mailers, etc. As a result, you may notice people taking photos, and/or asking comments of you and your friends during the Trip. We appreciate your participation in our photos, and evaluations, and GG reserves the right to use these to promote and advertise future trips and other Gnome Games events and retains all media rights.

8. GG does not offer, endorse, or encourage the use of alcohol at any time during its Trips. **Trip participants are treated as adults on the Tour and are expected to behave responsibly at all times.** GG assumes no responsibility for age verification of any trip participant. GG will not tolerate the use or possession of illegal drugs/weapons, destruction of property, fighting, or other illegal acts. Illegal drugs/weapons, destruction of property, fighting and illegal conduct is NOT ALLOWED on this Trip. By signing below, I/we signify my/our understanding that GG has the right to enforce its trip rules and standards. I/We understand that the undersigned trip participant may be evicted from the hotel, removed from the Trip without a refund for the unused portion of the Trip and at the undersigned trip participant's own expense, and/or may face possible arrest by local, state or federal authorities if he/she violates these rules and standards.

TRIP PARTICIPANT CONSENT AGREEMENT & MEDICAL RELEASE

I have read and understand this Statement of Informed Consent and Disclosure of Limited Liability. Without in any way limiting the enforceability of the terms and conditions set forth in the Contract, I understand that by signing this Form, I have agreed to limit GG's liability for personal injury, property damage and other harms to me that may be incurred in connection with GG's services. I also release GG from certain liabilities as stated herein and in the terms and conditions and I agree to reimburse GG for any emergency expenses that GG may incur on my behalf. I understand that GG has the right to enforce its rules and standards affecting the conduct of participants on the Trip. I also understand that I may be evicted from the hotel, or even removed from the Trip without a refund for the unused portion of the Trip and at my or my parent(s)/guardian(s)' own expense (if additional expenses are incurred) if I violate GG's rules and standards. I understand that GG will not tolerate the use or possession of illegal drugs and weapons, the underage consumption of alcohol, the destruction of property, or fighting. I agree to act responsibly and use common sense at all times during the Trip. I give my permission to GG's staff and/or any available medical personnel to obtain and/or provide emergency medical treatment to me in the event of an emergency.

PARENT(S)/GUARDIAN(S) CONSENT AGREEMENT & MEDICAL RELEASE *(If trip participant is not 18 years old now)*

I/We certify that I/we am/are the parent(s)/legal guardian(s) of the trip participant identified below. I/We have been advised by GG and understand that GG has hired staff to accompany trip participants to the Trip destination and to help them enjoy the Convention. GG's staff is provided for general assistance and informational purposes only. They are NOT chaperones or temporary guardians. I/We understand that trip participants are treated as adults during the Trip and are expected to act responsibly and use common sense at all times. I/We have read and understand this Statement of Informed Consent and Disclosure of Limited Liability. Without in any way limiting the applicability of the terms and conditions, I/we understand that by agreeing to the terms and conditions and this Statement of Informed Consent and Disclosure of Limited Liability, I/we have agreed to limit GG's liability for personal injury, property damage, and other harms to the trip participant identified below that may occur in connection with GG's services. I/We also understand that I/we have agreed to release GG from certain liabilities as previously stated herein and in the terms and conditions and that I/we have agreed to reimburse GG for any emergency expenses which GG may incur for the benefit of the trip participant. I/We give my/our consent for the trip participant identified below to participate in the Tour. I/We give my/our permission to GG's staff and/or available medical personnel to provide emergency medical treatment to the undersigned trip participant in the event of an emergency.

VOLUNTARY RELEASE / ASSUMPTION OF RISK

In consideration of, and as part of the payment for, the right to participate in the Tour or other related activities arranged for the undersigned trip participant by GG and their agents, employees, associates, affiliated companies, or independent contractors, I/WE HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS, including, to the extent permitted by law, the risks of negligent or reckless acts or omissions of GG, its agents, employees, officers, directors, associates, affiliated companies, and independent contractors, and I/WE DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD GG and its agents, employees, officers, associates, affiliated companies, and independent contractors HARMLESS against any and all liability, actions, causes of action, debts, suits, claims and demands of any and every kind and nature whatsoever (whether based on personal injury, property damage, or otherwise) which I/we now have or which may hereafter arise out of or in connection with the Tour or the undersigned trip participant's participation in any activities arranged or facilitated by GG, its agents, employees, associates, affiliated companies, and/or independent contractors or vendors. THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for the undersigned trip participant, his/her parent(s)/legal guardian(s), heirs, assignees, administrators, executors and all members of his/her family. I/WE HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND LEGAL CONSEQUENCES OF THIS VOLUNTARY RELEASE/ASSUMPTION OF RISK, AND I/WE HEREBY AGREE TO ALL OF GG's CONDITIONS. I/We acknowledge that in calculating the cost of the Tour, GG has relied on my/our consent to these terms and on their enforceability. In the absence of this Release, the Tour cost would have been higher. I/We acknowledge that there are other means and tours available and that I/we are not in an inferior bargaining position. Thus, I/we freely enter into this Release. None of the persons signing this document are agents, servants or employees of GG and no oral representations or inducements have been made to any of them to sign this Agreement. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. This Agreement, and its terms, are to be construed under Wisconsin law.

I hereby agree to the terms included in this contract:

Signature: _____

Printed Name: _____

Dated: _____

SPECIAL MEDICAL OR HEALTH SITUATIONS & REQUIREMENTS

I, the undersigned trip participant, do not have any serious health or medical situations of which I am aware that would preclude me from participating on this Trip. The following conditions are noted to make GG aware of my special circumstances that I am currently managing without assistance (i.e., diabetes, wheelchair, medication, etc.). List special circumstances here (or attach a separate sheet if necessary). Any and all additional costs incurred by GG due to special circumstances are my responsibility and must be paid in full prior to departure.

Special Circumstances: _____

DISPUTE RESOLUTION

In consideration for the various services GG will provide to the undersigned trip participant now and during the Trip, I/we agree that any dispute or controversy between us arising from or in any way related to the Trip, or Trip activities, shall be resolved by binding arbitration conducted in Green Bay, WI before a single neutral arbitrator in accordance with the Rules of Arbitration of the American Arbitration Association.

I / We sign below to indicate my/our acceptance of the forgoing.

Signature: _____ Printed Name: _____

Participant: _____ Relationship Participant: _____ / Self
(circle "Self" if legal adult)

Date: _____

EMERGENCY CONTACTS (REQUIRED FOR ALL PARTICIPANTS, PLEASE PRINT)

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

TRIP PARTICIPANT INFORMATION: (REQUIRED)

Print Name: _____

Date of Birth: _____ / _____ / 19 ____

Address: _____ Cell Phone: _____

_____, WI _____

Signature: _____ Today's Date: _____ / _____ / 2012

Phone: _____ E-Mail _____

Desired Occupancy (*please circle*) **SINGLE** **DOUBLE** **QUAD** **BUS ONLY**

Desired Roomate(s) Name(s) _____

GG will assign room occupancy based on requests but does not guarantee any reserved rooms assignments. Participants reserving double, or quad occupancy will be paired with others of the same gender and type of occupancy. Participants that allow non-tour persons to occupy their rooms will be charged \$100 / night in addition to any fees charged by the hotel and participants will be removed from the tour for allowing non-tour persons to occupy their assigned room and be responsible for their own return to Green Bay.

(Do NOT sign yet! Parents of minor signatures must be witnessed by a notary public)

MOTHER/GUARDIAN (Required only if participant is not 18 years old now)

Print Name: _____

Signature: _____ Date: _____ / _____ / 2012

FATHER/GUARDIAN (Required only if participant is not 18 years old now)

Print Name: _____

Signature: _____ Date: _____ / _____ / 2012

State of Wisconsin

County of _____

This instrument was acknowledged before me on _____ / _____ / 2012

by legal guardians of _____ (*Trip Participant*)

(Seal)

Notary _____

Title/Rank _____

My commission expires _____ / _____ / 20 ____

Please Return to:

**Gnome Games LLC
2160 Ridge Road
Green Bay, WI 54304
(920) 499-4263**