



Gay Games 10 WAIVER-Terms and Conditions

Terms and Conditions

GG10 Participant Waiver Form

By agreeing to the following Terms and Conditions, you also automatically acknowledge that you understand and agree to comply with the specific policies related to your activity, the use of this web site or any other specific conditions you may have declared through the registration process.

1. General Terms and Conditions

1.1 You agree to the policies of Paris 2018-Gay Games 10 ('GG10') by your registration to participate in any event or role in Gay Games 10, whether as an athlete, official, volunteer, judge, referee, or other participant (hereinafter 'Participant'). These policy documents can be consulted at the links below:

- [Gender Identity Policy](#)
- [Health, Wellbeing and Performance-Enhancing Drug Policy](#)
- [Code of Conduct](#)

GG10 Managers shall have the sole discretion to determine if a Participant has violated any policy of Gay Games 10, as well as what, if any, penalty or punishment shall be meted out due to the violation, including but not limited to restrictions on participating in or being barred from Gay Games 10.

1.2 You agree to abide by the rules and regulations of Gay Games 10 events as determined by GG10 management and specific governing bodies for sport and cultural events, including all written and verbal instructions which may be given by Gay Games 10 management, designated officials and event managers. You agree that failure to comply with the instructions, rules and regulations of GG10 and/or governing bodies for sports and culture events may result in your immediate or ultimate disqualification and/or suspension from being a Participant in or for events or from Gay Games 10 completely.

1.3. You accept that decisions of GG10 management and Gay Games 10 judges and tournament officials are final as to any matter, action or non-action.

1.4. GG10 reserves the right to have officially designated officials reclassify sports and cultural participants notwithstanding the registrant's self-selected grade, level, category, division or other classification. GG10 reserves the right to combine or eliminate grades, levels, rounds, event lengths, categories, divisions, or other classifications if it deems necessary, at its sole discretion, including but not limited to ensuring a reasonable number of participants for each event. GG10 may, in its sole discretion, present ribbons, non-precious metal medals (gold, silver and bronze colored) or other awards to the first, second and third place winners; respectively, as described in the competition rules for each sport and cultural event actually held and where medals or awards are awarded. The collapsing of levels, grades and divisions or age groups on a limited number of competitors may, in the complete and sole discretion of GG10, modify, reduce or eliminate the number of medals or awards ultimately awarded.



1.5 There will be no refunds for any GG10 registrations.

1.5.1. Events for Gay Games 10 in and around the Paris and the Île de France region may proceed in all weather and other environmental conditions provided that GG10 and event officials determine, in their sole discretion, that it is safe to do so. GG10 reserves the right to cancel events for any reason, including but not limited to unfavorable weather or environmental conditions, as well as a lack of sufficient participation numbers. In all cases, the final arbiter shall be GG10. GG10 may decide, in its sole discretion, to provide a refund of Participation Fees for such cancelled events.

1.6 GG10 may change venues, competition days and schedules of events, at its sole discretion.

1.7. You accept that some venues and facilities used by the GG10 may impose conditions of entry and other restrictions on visitors or users of them, and you will accept and abide by any such conditions or restrictions.

1.8. You declare that you are in a physically fit and healthy state required for participation in GG10 events for which you are registering Participant, and have sufficient skill and abilities to participate in the events without harming yourself or someone else, and that you are not aware of any serious medical condition that would prevent you from participating in these physical activities. (For clarification, it is agreed that having been diagnosed as HIV positive is not alone considered a serious medical condition. for the purposes of this clause.)

1.9 If you sustain an injury or illness while participating in any role in Gay Games 10, you hereby authorize any medical or health personnel to perform and administer first aid medical treatment as deemed necessary and to seek more specialized medical attention at hospitals and health care institutions if deemed necessary by any first aid and medical staff or contractors of GG10.

1.10. You agree that you have hereby been advised to acquire adequate personal and health care insurance as a Participant in Gay Games 10. You accept that it is your responsibility to organize your own travel insurance, health care insurance, property insurance, liability insurance and personal accident insurance to cover you and your property for the whole period of Gay Games 10, including travel to, from and during Gay Games 10.

2. Disclaimer of liability - limitation of liability - Assumption of risk

2.1 GG10 is not liable to compensate Participants or to refund the entry fee to Participants if events or activities are modified or cancelled pursuant to Section 1 above.

2.2 GG10 shall only be liable for property loss or damage and/or personal injuries suffered by Participants that are caused by gross negligence or intentional misconduct of GG10, or the authorized actions of its management, officers, trustees, employees or authorized representatives that are intentional or grossly negligent. In any event, to the extent permitted by law, damages shall be limited to the actual current value of the property that is lost or damaged, and for actual personal injuries, and in no case will GG10 be liable for incidental or consequential damages, loss of profits, inconvenience or increased travel costs.

This limit of liability shall apply to GG10, as well as to its officers, trustees, sponsors, employees, representatives, agents, volunteers, and venue providers of GG10, and the Federation of Gay Games.

2.3. In no case will GG10 be responsible for the acts or inactions of any of its officers, trustees, sponsors, employees, representatives, agents, volunteers, venue providers, the Federation of Gay Games and/or third parties which are not authorized by GG10. GG10 will not be responsible for any acts or inactions of Participants or attendees of Gay Games 2018 or related activities against other Participants or attendees.

2.4. All Participants acknowledge that they have considered the risks involved in such participation, as well as the losses that might arise should the participation result in said loss, including but not limited to injury or loss of life to/of Participants and others, as well as property damage to the possessions and other property of Participants during Gay Games 10. Each Participant fully acknowledges and agrees to assume the risk of such loss to the extent permitted by applicable law. Furthermore, Participants are hereby advised that GG10, its officers, trustees, sponsors, employees, representatives, agents, volunteers, and venue providers, including but not limited to parties leasing or otherwise allowing GG10 to use their property for or related to events and activities of Gay Games 10, are granted certain immunities from losses or liability arising out or related to Gay Games 10 under the applicable French law, as well as other applicable laws.

2.5. The limitations of liability in this Section 2 apply to any event or any other activity that is part of or related to Gay Games 10.

3. Authorization re: Intellectual Property and Other Rights

In consideration of the acceptance of your registration to participate in any role in Gay Games 10, you hereby grant on behalf of yourself, your heirs, assigns, agents and insurers, to GG10, the Federation of Gay Games, Inc. and their respective directors, trustees, officers, employees, agents, insurers, subsidiaries, affiliates, successors, representatives, assigns and designees as well as to such other persons as they may designate from time to time (collectively the .Authorized Parties.), the following perpetual, worldwide and irrevocable authorizations, as set forth in Sections 4 and 5 below, in connection with your participation in and presence at Gay Games 10 (including but not limited to any performance that you may give, whether athletic or artistic).

4. General authorization for all participants

4.1 In consideration of GG10 granting you permission to participate on Gay Games 2018 and events and activities related thereto, you hereby consent that the Authorized Parties shall have the irrevocable, absolute right and permission (but not the obligation) to use in perpetuity, your name, likeness, voice and biographical and photographic material (including still or moving images of you, either alone or accompanied by other persons or material), in any manner and in any media and in any venue without restriction as to number of uses, throughout the world, for the purpose of promoting, publicizing, advertising and exploiting Gay Games 10, future Gay Games, and/or the Federation of Gay Games. This shall include any archiving, exhibition, results publication, communication to the public and distribution in any market by any means of telecommunication or distribution whatsoever, now known or later discovered, worldwide, in perpetuity and namely without limitation any exhibition, communication and distribution by means of electronic, Internet, motion pictures, photographs, radio, television, video discs, tapes and cassettes, DVDs, any print media in, or in connection with Gay Games 10, future Gay Games, and/or the Federation of Gay Games.

You hereby acknowledge that Authorized Parties can proceed with any use of your name, likeness, voice and biographical and photographic material under Section 4.1 of these Terms and Conditions without giving you prior notice or receiving your approval.

4.2 You agree not to act in a way that would compete with or devalue the rights of the Federation of Gay Games, GG10 and/or GG10 specific sport clubs sponsors. rights regarding intellectual property, branding potential, logo rights, exclusive presence, etc. at venues where events are being staged. If at any time during the event, officials designated by GG10 determine, at their sole discretion, that your actions may result in the devaluation of said sponsor rights or interferes with the intellectual property rights of event sponsors, you will be required to immediately cease such action, including the removal of any uniforms, signs or other items that compete with sponsor or potentially devalues such sponsorship.

4.3 You agree that your participation in Gay Games 10, or attendance at any event or other activity related thereto does not entitle you to any intellectual property rights, and to the extent that any law may create such rights, you agree to waive and transfer said rights, as the case may be, to GG10 or the Federation of Gay Games. You specifically waive, to the extent possible, any moral rights, rights of privacy or other rights arising from your attendance or participation in Gay Games 10 events or activities.

4.4 You agree not to make any unauthorized use of Gay Games 10 logo or trademarks or any other intellectual property of the Federation of Gay Games or GG10, or in any way infringe those rights, including but not limited to unauthorized use said intellectual property on personal or team uniforms/clothing, merchandise, paraphernalia or promotional material, or other property in your possession or owned by you, and to abide by GG10 rules and policies governing use of logos and trade names.

5. Authorization in respect of artistic performance(s)

5.1 Without limiting the generality of the above General Authorization for All Participants, in respect of any Artistic Performance you may give at, or in connection with Gay Games 10, you also grant Authorized Parties the following perpetual and exclusive worldwide rights and waiver:

1. To record or otherwise reproduce and archive by any means and in any support whatsoever, now known or later discovered, all or any part of your Artistic Performance;
2. To exhibit, communicate to the public and distribute in any market your Artistic Performance or any part thereof by any means of telecommunication or distribution whatsoever, now known or later discovered; this includes without limitation any exhibition, communication and distribution by means of Internet, motion pictures, photographs, radio, television, video discs, tapes and cassettes, DVDs or any print media;
3. To cut, edit, add to, subtract from, arrange, rearrange, shorten and revise your Artistic Performance in any manner as Authorized Parties may determine including without limitation the right to make derivative works; in their sole reasonable discretion;
4. To use your Artistic Performance in connection with the advertising and promotion of Gay Games 10, future Gay Games, the Gay Games organization and similar events and of the respective activities of the Authorized Parties;
5. To allow GG10 or the Federation of Gay Games to assign and license to others any or all their rights under this Waiver; and
6. To the extent any Artistic Performance results in intellectual property that could be deemed a Work for Hire, you hereby assign to GG10 all rights in and ownership of said intellectual property.
7. You specifically waive, to the extent possible, any moral rights, rights of privacy or other rights arising from your Artistic Performance.

"Artistic Performance" shall include artistic performances of any kind and nature and any and all intellectual property rights arising from or related thereto and shall not be limited to musical, instrumental, speaking, presentation, vocal or singing performances or other sound effects produced by me as well as any dance or theatrical performances, and shall include all visual, aural and other media capable of being sensed by a human being that arises from or is part of an Artistic Performance.

5.2 Without limiting the generality of all authorizations given above, you hereby specifically consent to the use by the Authorized Parties, of your name, likeness, voice and biographical and photographic material in

connection with your Artistic Performance at Gay Games 10 for the purpose of promoting, publicizing, advertising and exploiting Gay Games 10, future Gay Games, the Gay Games organization and similar events and the respective activities of the Authorized Parties.

6. Legal Effect and Governing Law

These Terms and Conditions shall be governed and construed in accordance with the laws of France. The courts sitting in, or having principal jurisdiction over Paris will have exclusive jurisdiction over all disputes arising from or related to this agreement and the parties agree that such court is the proper forum for the determination of any dispute arising out of or relating to this agreement, and shall be the only courts to adjudicate any such disputes unless no such court is available to do so. The parties irrevocably agree that service of process arising out of any such adjudication shall be, unless otherwise required by law, upon said party by certified mail-return receipt requested, or the nearest reasonable and practical equivalent thereto in the country where process is to be served. The address to be used for any such service of process shall be:

i) if upon a Participant, shall be the address provided in the Participants registration form (whether online or in writing); or

ii) if upon GG10, shall be either the address of its statutory agent or at its principal place of business as of the first day of the 2018 Gay Games.

and will constitute good and effective service for all purposes. If this agreement is translated, the English language version will govern. The application of the United Nations Convention on International Sale of Goods and/or the Sales of Goods Act (Ontario, Canada) is explicitly excluded. No trade usage will be used to explain or supplement this agreement.

Consent for Participants to Data Collection and Use, and HIPAA-Covered Information

I. GENERAL CONSENT RE: DISCLOSURE OF PERSONAL INFORMATION AND DATA.

You understand that as part of the online registration process of Gay Games 10, personal information, including your name, your contact details (such as address, e-mail address and telephone number) and other information as may be required by processors of your credit card or other payments, is being collected by GG10.

You consent to the collection, storage and use of your name and contact information and your participation for the purpose of the online-registration process for the sports and cultural program of Gay Games 10 ; for the purpose of receiving information related to your registration and participation in this event from GG10 in the form of electronic newsletters, promotional flyers and other communication media; for the records of participation in Gay Games 10; and, for the payment of any fees or costs via credit card, bank debit or other means as authorized by related to Gay Games 10; and, for purposes of determining your eligibility to participate in certain events or to be awarded medals in certain categories (hereinafter collectively the .Permitted Uses.).

You further consent that GG10 may disclose your name, contact information and your participation to Federation of Gay Games, Inc., its designees, affiliated foundations and marketing agencies engaged by Federation of Gay Games, Inc. for assisting in the organization of Gay Games 10 and Permitted Uses. You understand that the information will be transferred to the United States of America and that the statutory level of data protection in the United States of America may not be as high as under the European Data Protection Directive or other foreign directives or laws.

II. PERSONAL MEDICAL INFORMATION AND "HIPAA"

A. Personal Data Collection re: Medical Information

- You consent to the collection and use of your personal medical information for the purpose of enabling your participation in the sports program of Gay Games 10. You understand that your personal medical information will not be disclosed to third parties, except (i) information provided to medical providers should you need medical treatment of any kind; (ii) medical information you provide, including but not limited to medical information and samples you provide for the implementation of Gay Games 10 Health, Wellbeing and Performance-Enhancing Drug Policy, but also other medical information which may be disclosed to game officials to determine your eligibility to participate in Gay Games 10, to receive medals, to be placed in certain participant categories, or as part of infraction investigations by or on behalf of GG10; (iii) information and certificates related to gender identification pursuant to GG10.s Gender Policy for Sports (hereinafter collectively .Permitted Medical Information Use.). You understand that the statutory level of data protection in the United States of America may not be as high as under the European Data Protection Directive or other foreign directives or laws.

Right to Notice: You have the right to adequate notice of the uses and disclosures of your protected health information. Under the Health Insurance Portability and Accessibility Act (HIPAA), disclosure of your protected health information may be for Permitted Medical Information Use. Physicians, Athletic Trainers, and other pertinent health care providers can use your protected health information for treatment, payment and health care operations. In addition, to the extent decisions must be made regarding your eligibility to participate in any event or activity as stated in Part (A) above, your protected medical health information might be disclosed to GG10 officers or representatives, sports officials, and/or representatives of sanctioning bodies or the Federation of Gay Games.

By registering for Gay Games 10, you agree to the following uses of your protected medical information:

1. **Treatment** - We may use or disclose your health information to a physician or other healthcare provider providing treatment to you.
2. **Payment** - We may use and disclose your health information to/from the medical providers, and your primary insurance carrier/provider or governmental body to aid in obtaining treatment information and payment for services provided to you.

Your Authorization: Most uses and disclosures that do not fall under treatment, payment, health care operations will require your written authorization. Upon signing, you may revoke your authorization (in writing) to the Executive Director of GG10 or the medical practitioner providing treatment to you at any time.

Emergency Situations: In the event of your incapacity or an emergency situation, we will disclose health information to the person you identify in your registration as your contact person for emergencies, or, if necessary due to the emergency circumstances, to a domestic partner, family member, or another person responsible for your care, using our professional judgment. We will only disclose health information that is directly relevant to the person's involvement in your healthcare.

Marketing: We will not use your health information for marketing communications without your written authorization.

Required by Law: We may also use or disclose your health information when we are required to do so by law.

Abuse or Neglect: We may disclose your health information to the extent necessary to avert a serious threat to you or other people's health or safety. This might include disclosing your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the victim of other crimes.

National Security: We may disclose the health information of Armed Forces personnel to military authorities under certain circumstances. We may disclose health information to authorized federal officials required for lawful intelligence, counterintelligence and other national security activities. We may disclose health information of inmates or patients to the appropriate authorities under certain circumstances.

Your Right as a Patient: You have the right to restrict the disclosure of your protected health information (in writing). The request for restriction may be denied if the information is required for treatment, payment or health care operations. You have the right to receive confidential communications regarding your protected health information. You have the right to inspect and copy your protected health information. You have the right to amend your protected health information. You have the right to receive an account of disclosures of your protected health information. You have the right to a paper copy of this notice of privacy practices.

Legal Requirements: GG10 is required by law to maintain the privacy of your protected health information. We are required to abide by the terms of this notice as it is currently stated, and reserve the right to change this notice.

Complaints: If you have complaints regarding the way your protected health information was handled; you may submit a complaint in writing to the Executive Director of GG10. You will not be retaliated against in any manner for a complaint.

You acknowledge by your signature that your protected health information may be used or disclosed as stated above, realizing that you have the right to a written formal complaint, a right to knowledge of your information disclosures, as well as the other rights stated above.

You are aware that you may revoke your consent to any of the disclosures and/or data collection authorized above at any time with respect to events occurring after such revocation. Any revocation must be in the form and manner prescribed by GG10. In such case, your personal data will be deleted to the extent that it is not required for your participation in the sports and cultural program of Gay Games 10. You understand, however, that such revocation may prevent or limit your participation in any program of GG10 if the revocation affects data reasonably related to your participation.

Special Rules for Volunteers and Officials

To ensure that the cooperation between GG10 and the volunteers and officials will go smoothly and to avoid any problems we set down the following rules:

6.1 Volunteers and officials must be at least eighteen years old at the beginning of Gay Games 10.

6.2 High personal standards should be displayed and a favorable image of Gay Games 10 should be projected to the public. Volunteers and officials shall abstain from language, behavior or dress that could be deemed insulting, harassing or otherwise offensive while performing their duties or being identified as a volunteer or official of Gay Games 10. We reserve the right to dismiss volunteers and officials if we feel they are disruptive.

6.3 Volunteers and officials are not allowed to drink alcoholic beverages or use tobacco products or any other drugs while performing their duties. Alcoholic beverages, drugs and tobacco usage are also prohibited during the game they officiate and while wearing uniform.

6.4 A schedule will be handed out to the volunteers at the volunteers meeting. It is mandatory to attend a volunteers meeting.

Officials will receive a schedule for the games and events they officiate at the officials meeting. It is mandatory to attend to an officials meeting.

6.5 Attend to the volunteer duties in a timely manner. Volunteers should preferably arrive 30 minutes before the start of their shifts. For all games assigned to them officials have to be on time, at least 30 minutes prior

to the game. Volunteers and officials immediately have to report to the coordinator by telephone in the case of illness or other emergency.

6.6 Officials must be in good physical condition.

6.7 Officials must know and understand the regular rules for sport games.

6.8 If a complaint arises at a game, the participant is expected to wait at least 24 hours prior to meeting and discussing the problem with the official. The waiting period allows time for the participant to reflect on their respective concerns. It also allows the official the opportunity to schedule the appropriate amount of time to give the situation a focused attention.

7. Disclaimer of liability - limitation of liability

7.1 GG10 is not liable to compensate volunteers and officials.

7.2 GG10 shall only be liable for property and financial damages for volunteers and officials that are caused by gross negligence or intentional misconduct of GG10; the liability for property and financial damages that are caused by gross negligence shall be limited to the typical foreseeable damages.

Under no circumstances can volunteers or officials hold Host responsible in other cases while volunteering or officiating at Gay Games 10.

The preceding limits of liability also apply to the liability for employees, representatives, vicarious agents and third parties who assist GG10 in connection with the realization of the event or who are bound by contract to them for this purpose.

7.3 The above limitation of liability applies to any sporting or cultural event or any celebration in accordance with Section 1.1 of these Terms and Conditions.

8. Authorization

In consideration of the acceptance of your registration to participate as a volunteer or as an official at Gay Games 10, You hereby grant to GG10 and the Federation of Gay Games, Inc. and their respective subsidiaries, affiliates, successors, representatives, assigns and designees as well as to such other persons as GG10 may designate from time to time (collectively the .Authorized Parties.), the following perpetual, worldwide and irrevocable authorizations, as set forth in Section 5 below, in connection with your participation as a volunteer or official in and presence at Gay Games 10.

9. General authorization for all volunteers and officials

9.1 By submitting this Authorization, You hereby consent that the Authorized Parties shall have the irrevocable, absolute right and permission (but not the obligation) to use in perpetuity, your name, likeness, voice and biographical material and photographic material (including still or moving images of me, either alone or accompanied by other persons or material), in any manner and in any media without restriction as to number of uses, throughout the world, for the purpose of promoting, publicizing, advertising and exploiting Gay Games 10, future Gay Games, the Gay Games organization and similar events and the respective activities of the Authorized Parties. This shall include any archiving, exhibition, results publication, communication to the public and distribution in any market by any means of telecommunication or distribution whatsoever, now known or later discovered, worldwide, in perpetuity and namely without limitation any exhibition, communication and distribution by means of electronic, Internet, motion pictures, photographs, radio, television, video discs, tapes and cassettes, DVDs, any print media in, or in connection with Gay Games 10.

9.2 You hereby acknowledge that Authorized Parties can proceed with any use of your name, likeness, voice and biographical and photographic material under Section 5.1 of these Terms and Conditions without giving me prior notice or receiving your approval.

10. Legal Effect and Governing Law

These Terms and Conditions shall be governed and construed in accordance with the laws of France. The courts sitting in, or having principal jurisdiction over Paris will have exclusive jurisdiction over all disputes arising from or related to this agreement and the parties agree that such court is the proper forum for the determination of any dispute arising out of or relating to this agreement, and shall be the only courts to adjudicate any such disputes unless no such court is available to do so. The parties irrevocably agree that service of process arising out of any such adjudication shall be, unless otherwise required by law, upon said party by certified mail-return receipt requested, or the nearest reasonable and practical equivalent thereto in the country where process is to be served. The address to be used for any such service of process shall be:

i) if upon a Participant, shall be the address provided in the Participants registration form (whether online or in writing); or

ii) if upon GG10, shall be either the address of its statutory agent or at its principal place of business as of the first day of the 2018 Gay Games,

and will constitute good and effective service for all purposes. If this agreement is translated, the English language version will govern. The application of the United Nations Convention on International Sale of Goods and/or the Sales of Goods Act (Ontario, Canada) is explicitly excluded. No trade usage will be used to explain or supplement this agreement.