



## ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT

(this “**Waiver Agreement**”)

Between

**Ruby Central Inc.**, a California nonprofit public benefit corporation

(hereinafter, “**Ruby Central**”)

and

Participant attending RubyConf 2026

In consideration of the services by Ruby Central in the presentation of RubyConf 2026, from July 14th through July 16th, 2026 in Las Vegas, NV (the “**Event**”), to attend and participate in the Event, I, as participant of the Event (“**Participant**”) acknowledge and agree as follows:

1. Code of Conduct: I will conduct myself in a professional and respectful manner, including, but not limited to, following all laws in the State of Illinois and not consuming or possessing alcohol or illegal drugs.
2. Assumption of Risks: Conference-related activities will include attending and moving between and among a variety of venues for presentations, exhibits, meals and social gatherings. Also included will be free-time and independent activities not scheduled or managed by Ruby Central. Activities at and participation in the Event may be, in whole or in part, potentially hazardous activities involving inherent and other risks of injury to any and all parts of the body. I have made a voluntary choice for myself to accept and assume all risks of injury, illness, loss (economic and non-economic), damage or death that might be associated with or result from attendance at the Event.
3. Other Services: Ruby Central is not responsible for lodging, transportation, non-conference meals, or any other arrangements or services that may be necessary for me to attend the Event.
4. Medical Treatment and First Aid Authorization: I recognize that medical or dental care may be necessary during the course of the Activities. I authorize Ruby Central and coordinators of the Event to render first aid or emergency care. In addition, I authorize Ruby Central and coordinators of the Event to call for medical or dental care if, in the opinion of Ruby Central, medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation. In addition, I hereby authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and/or emergency staff and/or dentist currently licensed to practice in the State of Michigan and the staff of any accredited acute general hospital. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the physician in the exercise of his or her best judgment may deem advisable. It is understood, my medical condition allowing, that effort shall be made to consult me prior to rendering of treatment, but that any of the above treatment will not be withheld if I am incapacitated or not physically capable of giving consent.
5. Recording Authorization: By attending the event, I may enter an area where photography, audio, and video recording may occur. By attending the Event, I consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, webcasts, promotional purposes, telecasts, advertising, inclusion on websites, or any other purpose by Ruby Central and its affiliates and representatives. I release Ruby Central, its



board and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video, and/or sound recordings. By attending the Event, I waive all rights I may have to any claims for payment of royalties in connection with any exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee for admission or sponsorship is charged. I also waive any right to inspect or approve any photo, video, or audio recording taken by Ruby Central or the person or entity designated to do so by Ruby Central. I have been fully informed of my consent, waiver of liability, and release before entering the event.

6. Waiver of Liability, Release, and Indemnity: To the fullest extent allowed by law, I, on behalf of myself and my dependents, executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might attempt to sue on my behalf, agree to release from liability, and to defend, indemnify and hold harmless Ruby Central from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, for death, personal injury or property damage, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, or in any way connected with, the Event, even if caused by negligence including but not limited to any negligence by or attributable to Ruby Central or any of its officers, directors, employees, volunteers, agents or representatives. I further agree not to make a claim, commence arbitration or sue for injuries, illness, loss (economic and non-economic), damage or death relating to the activities, or which may arise out of, result from, or relate to participation in, accommodation at, or my traveling to or from the Event, including but not limited to any claims for theft, damage to any property, negligence, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event or elsewhere), and any claims for medical or hospital expenses, even if caused by negligence including but not limited to any negligence by or attributable to Ruby Central or any of its officers, directors, employees, agents or representatives. I understand Ruby Central is not responsible for any personal property lost or stolen while I or others are participating in the Event.
7. Representations: This Waiver Agreement is executed without reliance upon any statement or representation by Ruby Central or its respective representatives, concerning the nature and extent of damages, if any, and of legal liability.
8. Jurisdiction: This Waiver Agreement is intended to be as broad and inclusive as permitted by the laws of the state of California and Michigan, and that this Agreement shall be governed by and interpreted in accordance with the laws of the state of California. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

[Signature Pages Follow]





**I HEREBY ACKNOWLEDGE THAT ALL THE INFORMATION I HAVE PROVIDED IN THIS WAIVER AGREEMENT IS TRUE, CORRECT AND COMPLETE. I AGREE TO UPDATE THIS WAIVER AGREEMENT AS NECESSARY. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS OF THIS WAIVER AGREEMENT AND VOLUNTARILY SIGNED THIS AGREEMENT AND THAT I AM RELEASING SIGNIFICANT LEGAL RIGHTS BY SIGNING IT.**

I, \_\_\_\_\_ (Participant's name) hereby acknowledge that I am 18 years of age or older, have read this Waiver Agreement, and that I have executed the Waiver Agreement herein. I hereby bind myself, my executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Waiver Agreement. I represent that I have the legal capacity and authority to act for and on behalf of myself herein, and I agree to indemnify, defend and hold harmless the persons or entities mentioned in the Waiver Agreement for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity and authorization for medical treatment. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility ("Medical Provider") to treat me for the purpose of attempting to treat or relieve my injuries received arising out of or relating to the Event. I authorize any such Medical Provider to perform all procedures deemed medically advisable by the Medical Provider in attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself. I acknowledge that no warranty is being made as to the results of any medical treatment.

\_\_\_\_\_  
NAME OF PARTICIPANT(S)

SIGNATURE REQUIRED:

X \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE