

The GamerZ Club

8194 West Deer Valley Road,
Suite 104
Peoria, AZ 85382



Gaming Cafe & Tournament Center
www.thegamerzclub.com

GamerZ Club Policy

1. All customers are required to have a signed and dated GamerZ Club User Agreement on file. All customers under the age of 18 are required to have the GamerZ Club User Agreement signed and dated by a parent or guardian. We reserve the right, but do not take the responsibility, to confirm the validity of any information provided on the form.
2. All customers are required to abide by the Game Rating Guidelines of the ESRB (Electronic Software Ratings Board.) We will make every effort to utilize these guidelines but will not be held liable for any exposure to any material whether willful or inadvertent. You agree to release GamerZ Club from liability resulting from willful or inadvertent exposure to such material.
3. All customers use our equipment at their own risk. There are risks of medical problems including carpal tunnel syndrome (resulting from using input devices such as controllers, keyboards or a mouse) and seizure (resulting from viewing images on a TV or computer monitor.)
4. Prepaid hours are non-refundable. Prices are subject to change at any time. Prepaid hours are converted from a dollar value to a time value at the time of purchase. This time value does not change after a transaction has taken place with the exception of certain promotional offers in which case details will be explained at time of purchase. Only if GamerZ Club permanently BANS you from using our facility will any prepaid balance be refunded under the following terms. Your minutes remaining will be rounded down to the nearest hour and converted to a dollar amount according to the then current prices. This amount will be mailed to your address on record within 30 days. It is your responsibility to keep this information accurate. We then assume no more responsibility for your prepaid balance.

GamerZ Club Code of Conduct

All users of GamerZ Club Game Center are required to comply with this GamerZ Club Code of Conduct.

1. Be nice to everyone.

All users are expected to treat other customers and employees with respect. Under no circumstances will aggressive behavior be tolerated. Any customer who physically, verbally or

sexually threatens or assaults any customer or employee of GamerZ Club will be BANNED from using the facility and their actions will be reported to police if warranted. If your behavior is deemed unacceptable for any reason you will be asked to leave for the remainder of the business day, if you are asked to leave during a pre-paid event such as, but not limited to, tournaments or party events then any fees paid to participate in that event will be forfeited.

2. Watch your mouth.

Foul, obscene language and cursing is not allowed within the facility. Video games are a competitive activity and we understand that a "slip of the tongue" may occur, but if foul language is used excessively you, at the discretion of the staff, will be asked to leave the facility for the remainder of the business day.

3. Take care of the equipment.

Customers are issued a bar-coded controller at the time of login. The condition of this controller is the responsibility of the user. It is assumed that the controller is issued to you in perfect working condition and must be returned in perfect working condition. If your controller is not in perfect working condition when issued to you it is your responsibility to inform the staff and request a replacement within 10 minutes. Any controller returned in less than perfect working condition will require that your account be charged the current resale value of the controller and that your account be locked until this fine is paid. Users will be held responsible for any damage they cause directly or indirectly to any GamerZ Club property. This includes but is not limited to Audio, Video, Computers and, all other electronic equipment, Furniture, Fixtures, and any element of the structure. GamerZ Club reserves the right to pursue repayment by any means possible.

4. You are an individual. You and you only use a single account.

You may create a single user account. Multiple user accounts for the purpose of exploiting new member promotions are not allowed. If a single user proves to have initiated multiple user accounts we reserve the right to cancel all accounts. Account sharing is not allowed. Only one user is allowed to use each account. You are responsible for the security of your own account. Never share your account number with anyone.

5. Play at your own risk.

Under no circumstances will GamerZ Club, its parent, employees, affiliates, or other third parties related to facility be held liable for any damages whatsoever. This includes, but is not limited to direct, indirect, incidental, punitive or consequential damages arising out of the use of this facility.

6. Keep it Clean.

You are required to pick up after yourself. Under no circumstances will any customer be allowed to enter GamerZ Club Game Center under the influence or in the possession of drugs or alcohol. The mission of GamerZ Club Game Center is to provide a safe, comfortable, and fun experience for gamers of all ages. Our facility fosters social interaction and friendly competition in a safe, controlled, alcohol and drug free environment. All customers are required to abide by the GamerZ Club Policy and GamerZ Club Code of Conduct or will be asked to leave at the discretion of the staff.

Personal Information

Name: _____

Birth Date: ___/___/____

Home Address:

_____ City: _____ State: _____ ZIP: _____

Mailing Address (if
different): _____

Home Phone: (____) ____ - _____

E-Mail Address: _____@_____

GamerZ Club User Agreement

1. ACCEPTANCE OF TERMS OF USE

Use of GamerZ Club Game Center is subject to the terms of this GAMERZ CLUB USER AGREEMENT, the GAMERZ CLUB POLICY, and GAMERZ CLUB CODE OF CONDUCT. These documents should be fully read and understood before using the GamerZ Club Game Center facility. By using this facility, YOU (for the purposes of this document YOU refers to the signing customer and signing parent of minor customer) fully agree to be bound by all terms and conditions of this agreement. GamerZ Club reserves the right to modify the terms and conditions of this agreement at any time, without notice. Any modifications must be adhered to.

2. RELEASE OF LIABILITY

YOU agree NOT to hold GamerZ Club, its parent, employees, affiliates, or other third parties related to this facility liable for any damages whatsoever. This includes, but is not limited to direct, indirect, incidental, punitive or consequential damages arising out of the use of this facility. You understand that there is a risk of medical problems including carpal tunnel syndrome; resulting from using input devices such as controllers, keyboards and a mouse, and seizure; resulting from viewing images on a TV or computer monitor. You agree NOT to hold GamerZ Club responsible for damage or theft of any personal property brought into the facility.

3. ACCEPTANCE OF LIABILITY

YOU will be held responsible for any damage caused directly or indirectly to any GamerZ Club property. This includes but is not limited to Electronic Media, Audio and Video Equipment, Computers, and all other Electronic Equipment, Furniture, Fixtures, and any element of the structure. GamerZ Club Game Center reserves the right to pursue repayment by any means possible.

4. WE HONOR THE RATING SYSTEM ESTABLISHED BY THE ENTERTAINMENT SOFTWARE RATING BOARD

The ESRB rating system is designed to give parents the information they need to evaluate a computer or video games appropriateness for their children. Parents should use the ESRB ratings in conjunction with their own tastes and standards and their individual knowledge about what's

best for their kids. GamerZ Club will only allow customers to play games deemed appropriate for their age group by the ESRB, unless otherwise directed by the parent at the bottom of this page. YOU (the signing parent of minor customer) understand that although GamerZ Club Game Center will make every effort to enforce these guidelines that YOU release GamerZ Club Game Center from liability resulting from a minor child's access to games or other media. Please log on to <http://www.esrb.org/esrbratings.asp> or call us for more information about the ESRB Rating Guidelines.

I (the undersigned customer) have read and understand this GAMERZ CLUB USER AGREEMENT, the GAMERZ CLUB POLICY and the GAMERZ CLUB CODE OF CONDUCT and agree to be bound by these terms and conditions.

X _____ Date __/__/__

The following must be completed if the above named customer is under the age of 18:

I certify that I am a parent or legal guardian of the above named minor and assume all responsibility for the above named minor. I have read and understand this GamerZ Club User Agreement, the GamerZ Club Policy and GamerZ Club Code of Conduct and agree to be bound by these terms and conditions.

X _____ Date __/__/__

Optional: _____Initial here if your child is under the age of 13 and you would like them to be able to play TEEN rated games.

_____Initial here if your child is under the age of 17 and you would like them to be able to play MATURE rated games.

Information provided in this document; will be kept confidential, will not be sold to any third parties, will not be used for marketing purposes without your permission.