



CONSENT AND RELEASE

This Document Affects Your Legal Rights. Read It Carefully.

Magic: The Gathering

Game

Event Name

Date of Event

Wishing to participate in the above-identified event and on the date(s) specified (collectively, the "Event"), and in consideration of Wizards of the Coast LLC's ("Wizards") agreement to allow me to participate in the Event, I agree to the terms of this Consent and Release ("Release").

- 1. I will comply with all rules, regulations, and behavior standards applicable to the Event, as may be modified from time to time in Wizards' sole discretion. I understand and agree that all decisions of Wizards and its authorized representatives, independent tournament organizers ("ITOs"), and judges with respect to the Event are final.
2. I am legally competent to sign this Release, or my parent or guardian has also read and signed this Release on my behalf.
3. I agree that Wizards, its parent (Hasbro, Inc.), subsidiaries, related companies, sponsors/exhibitors of the Event, assigns, licensees (collectively, "Affiliates"), and ITOs may photograph and record me and may display distribute, create derivatives, exhibit, broadcast, edit, advertise, publicize, promote, and use aforementioned photographs and recordings in connection with the Event, other Wizards-sponsored events, products manufactured or licensed by or on behalf of Wizards, and in connection with advertising to promote the aforementioned events or products.
4. Wizards may, in its sole discretion, invite me to participate in its organized play programs (e.g., the Pro Tour Players' Club program). My participation in such programs is subject to acceptance of all Wizards' then current rules and conditions.
5. If eligible, I may receive an award for participating in the Event, and Wizards may, in its discretion, modify or terminate any award or the award structure.
a. General. Awards are non-transferable, non-negotiable, and not redeemable for an alternative award except in Wizards' sole discretion.
b. Cash award. Any cash award will be distributed to me according to Wizards' then-current policy for distribution.
c. Appearance Fee award. Appearance fees will be distributed according to Wizards' then-current policy for distribution.

- the tournament for which I am to receive the appearance fee, and failure to do so will disqualify me from eligibility to receive an appearance fee.
d. Airfare award. For the applicable tournament, Wizards or its designate will provide one (1) roundtrip coach ticket on an airline of its choice from the airport nearest my home to the tournament host city.
e. Hotel Room award. Eligibility to win a hotel room award begins thirty (30) days after a player has obtained a level that includes this benefit.
6. I AGREE TO RELEASE, INDEMNIFY, AND HOLD WIZARDS, ITS AFFILIATES, AND ITOs HARMLESS FROM ANY AND ALL LOSS, INJURY, DAMAGE, CLAIM, AND ACTION OF ANY KIND IN CONNECTION WITH THE EVENT (INCLUDING WITHOUT LIMITATION, JUDGING DECISIONS) OR ANY AWARD INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, WHETHER SUFFERED BY ME OR A THIRD PARTY, HOWEVER CAUSED, AND WHETHER FORESEEN OR UNFORESEEN.
7. Wizards is not obligated to exercise any of the rights granted herein.
8. The terms of this Release shall serve as a release and assumption of risk for my heirs and all members of my family, including any minors accompanying me.
9. This Release shall be constructed and controlled by the laws of the State of Washington, USA (without regard to the conflicts of law provisions therein).

I HAVE CAREFULLY READ THIS CONSENT AND RELEASE. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

I represent that I am either (check one):

- \_\_\_ A citizen of the United States of America and at least eighteen years of age; OR
\_\_\_ The parent or legal guardian of the participant named in this Release, if he or she is under the age of majority.
\_\_\_ Of legal age of majority or an emancipated minor in the country of which I am a citizen

(Country of citizenship \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_); OR

A PARENT OR GUARDIAN SIGNATURE IS REQUIRED IF PARTICIPANT IS A MINOR.

If I am signing on behalf of a minor, in addition to the above, I hereby consent to said minor's participation in the Event and also agree to RELEASE, HOLD HARMLESS, and INDEMNIFY Wizards, ITOs, judges and any other sponsors/providers, and their employees, agents, and contractors for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.

(Participant's Printed Name)

(Printed Name of Parent or Guardian)

(Signature of Participant)

(Signature of Parent or Guardian)

(Date)

(Date)