

## CONSENT AND RELEASE AGREEMENT

*This Document Affects Your Legal Rights. Read It Carefully.*

**Magic: The Gathering®**

\_\_\_\_\_ *Event Name*

\_\_\_\_\_ *Date of event*

Wishing to participate in the above-identified event on the date(s) identified, the Pro Tour Players' Club and/or such other programs as described herein (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 following terms and conditions.

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' discretion. I understand and agree that all decisions of Wizards and/or its authorized employees, contractors and judges with respect to the Event are final.

2. I am legally competent to sign this Consent and Release Agreement or my parent or guardian has also read and signed this Release.

3. I agree that Wizards, its parent, subsidiaries, affiliates and related companies, sponsors/ exhibitors of the Event, Wizards assigns, and/or licensees may photograph me and/or record my voice, and may distribute, exhibit, broadcast, exploit, advertise, publicize, promote and use my name, biographical material, likeness, voice, and performance in and 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. I further agree that Wizards may edit my appearance therein and I waive any personal or proprietary rights with respect thereto. I represent and warrant to Wizards that I have not made any contract or commitment in conflict with this grant, and that I will seek no further consideration for any use contemplated by this Section 3.

4. Wizards may, in its discretion, invite me to participate in its Pro Tour Players' Club program. I agree to adhere to all program rules, conditions, and award requirements, as may be modified by Wizards from time to time in its sole discretion. Wizards reserves the right to terminate the Pro Tour Players' Club program, or my participation in such club, at any time in its discretion.

5. My participation in the Event may result in my receipt of an award by Wizards which may include, without limitation, cash or travel. Wizards reserves the right to modify any and all prize or award structures associated with the Event, and to substitute any prize or award for another prize or award in its sole discretion. The following limitations shall apply to any award received by me as a result of my participation in the Event:

a. General. All awards are non-transferable, non-negotiable, and not redeemable for an alternative award except in Wizards' sole discretion. All expenses not specified herein are my responsibility. Except as

specifically stated herein, all taxes are my responsibility, and I acknowledge Wizards' recommendation that I consult a tax advisor in my jurisdiction.

b. Cash award. Any cash awards will be distributed to me according to Wizards' then-current standards for distribution.

c. Appearance Fee award. Any appearance fee I may receive will be distributed to me according to Wizards' then-current standards for distribution. I understand and agree that I must attend and compete in the applicable 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. An airfare award shall consist of one (1) roundtrip coach air ticket, on an airline chosen by Wizards or its designate, from the major airport nearest my home to the city in which the applicable tournament or championship will be held. I will adhere to all instructions provided by Wizards to assist Wizards or its designate in booking such air ticket. Wizards or its designate will book such ticket to include the days of the applicable tournament or championship. Lodging, meals, gratuities, ground transportation, and fees caused by changes to airline reservations are my responsibility. Trip must be taken on dates designated by Wizards or award will be forfeited. Specific travel dates and arrangements are subject to availability.

e. Hotel Room award. This benefit begins 30 days after a player has obtained a level that includes this benefit. Hotel room award shall consist of one (1) single-occupancy standard hotel room at a hotel chosen by Wizards or its designate for the dates of the applicable tournament or championship. I will adhere to all instructions provided by Wizards to assist Wizards or its designate in booking such hotel room. Wizards or its designate will book such hotel room to include the days of the applicable tournament or championship. Booking will include paid room and room tax only. Meals, gratuities, ground transportation, and fees caused by changes to hotel reservations are my responsibility. Room must be occupied me on dates designated by Wizards or award will be forfeited. Specific dates and arrangements are subject to availability.

6. I AGREE TO RELEASE, INDEMNIFY, AND HOLD WIZARDS, ITS PARENT, SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES, ANY OTHER SPONSORS/PROVIDERS, AND THE

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DIRECTORS, OFFICERS EMPLOYEES, AGENTS, AND CONTRACTORS OF EACH HARMLESS FROM ANY AND ALL LOSS, INJURY, DAMAGE, CLAIM, AND/OR 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. WIZARDS, ITS PARENT, SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES, ANY OTHER SPONSORS/PROVIDERS, AND THE DIRECTORS, OFFICERS EMPLOYEES, AGENTS, AND CONTRACTORS OF EACH ARE NOT RESPONSIBLE FOR INJURY OR DAMAGE OF ANY KIND RELATED TO OR RESULTING FROM PARTICIPATION IN THE EVENT.

7. Nothing herein contained shall obligate Wizards to exercise any of the rights granted to Wizards herein.

8. The terms of this agreement shall serve as a release and assumption of risk for my heirs, executor, administrator, and all members of my family, including any minors accompanying me. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The specific rights of the parties may vary from state to state.

9. This Agreement shall be constructed and controlled by the laws of the State of Washington, USA. Any dispute under this Agreement shall be submitted to arbitration with Judicial Dispute Resolution LLC in Seattle, Washington USA. The arbitrator shall have authority to award reasonable attorneys fees and costs incurred to the substantially prevailing party.

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

I represent that I am either (check one):

\_\_\_\_\_ At least eighteen years of age and a citizen of the United States of America; OR

\_\_\_\_\_ Of legal age of majority or an emancipated minor in the country of which I am a citizen (Country of citizenship \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_); OR

\_\_\_\_\_ The parent or legal guardian of the individual named in this Release Form, if he or she is under the age of majority.

**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, 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)

\_\_\_\_\_  
(Parent’s or Guardian’s Printed Name)

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)