

**WIZARDS OF THE COAST®**  
**CONSENT AND RELEASE AGREEMENT**

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

I, \_\_\_\_\_, wishing to participate in the **Magic: The Gathering®** Pro Tour Seattle 2004 (Hereafter noted as "Event") hereby agree that:

- (1) I am aware of all the risks and dangers associated with participation in and any transportation to and from these Event.
- (2) I agree that Wizards of the Coast, Inc. ("Wizards"), any other sponsors/providers, and their employees, agents, and contractors will not be legally responsible for any loss, injury, or damage resulting from any cause, including negligence.
- (3) In consideration of being allowed to participate in these Event, I personally assume all risks in connection with these Event. To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY Wizards, any other sponsors/providers, and their employees, agents, or contractors from any liability for death, injury, or other damage which may occur during these Event or during transportation to and from these Event, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (4) In consideration of Wizards photographing and/or recording my likeness and/or voice and my participation in these Event and without any other consideration, I hereby agree that Wizards, Wizards assigns, and/or licensees may distribute, exhibit, broadcast, exploit, advertise, publicize, and promote my name, biographical material, likeness, voice, and performance in and in connection with these Event or other Wizards Event. 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.
- (5) I have full right and authority to enter into this Release Waiver and to grant the rights herein granted to Wizards.
- (6) Nothing herein contained shall obligate Wizards to make or cause to be made any broadcast or other use of said appearance, or to exercise any of the rights granted to Wizards herein.
- (7) 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.
- (8) I will comply with all rules and behavior standards for tournament participants and spectators.
- (9) I am legally competent to sign this Release or my parent or guardian has also read and signed this Release, and executed the Emergency Contact/Medical Information on the reverse side hereof.

I HAVE CAREFULLY READ THIS AGREEMENT. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. A PARENT OR GUARDIAN SIGNATURE IS REQUIRED FOR PARTICIPANTS IS A MINOR.

\_\_\_\_\_  
(Participant's Printed Name)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

**(Must also be signed by parent or guardian 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 these 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.

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.