



## CONSENT AND RELEASE

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

### Magic: The Gathering

#### Game

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. I further agree and expressly consent that Wizards and its Affiliates may display my name, city, Event record and Event pairings online through websites and social media services to facilitate the Event. 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 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. Wizards reserves the right to terminate any organized play program, or my participation in such program, at any time and for any reason in its sole discretion.

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. The following limitations shall apply to any award received by me as a result of my participation in the Event:

a. General. Awards are non-transferable, non-negotiable, and not redeemable for an alternative award except in Wizards' sole discretion. All expenses and taxes not specified herein are my responsibility and I acknowledge Wizards' recommendation that I consult a tax advisor in my jurisdiction.

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. I agree that I will attend and compete in

#### Event Name

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. I will adhere to all instructions provided by Wizards or its designate in booking such air ticket. Travel dates will include the days of the applicable tournament or championship. All other fees, including but not limited to lodging, meals, ground transportation, gratuities, travel documents, and fees caused by changes to airline reservations, are solely my responsibility. I agree to travel on dates designated by Wizards or award will be forfeited. All flight arrangements are subject to availability.

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. Wizards or its designate will provide one (1) standard hotel room at a hotel of its choice for the dates of the applicable tournament or championship. I will adhere to all instructions provided by Wizards in booking such hotel room. All other fees, including but not limited to airfare, meals, ground transportation, gratuities and fees caused by changes to hotel reservations, are my responsibility. I agree to occupy the room on dates designated by Wizards or award will be forfeited. All hotel arrangements are subject to availability.

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. WIZARDS, ITS AFFILIATES, AND ITOs ARE NOT RESPONSIBLE FOR INJURY OR DAMAGE OF ANY KIND RELATED TO OR RESULTING FROM PARTICIPATION IN THE EVENT.

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. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a complete release of liability. The specific rights of the parties may vary from state to state.

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). Any dispute under this Release shall be submitted to arbitration with Judicial Dispute Resolution LLC in Seattle, Washington USA. The arbitrator shall have authority to award reasonable attorney's fees and costs incurred to the substantially prevailing party.

#### 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)