THE UPPER DECK COMPANY, LLC CONSENT AND RELEASE AGREEMENT FOR JUDGES

This Document Affects Your Legal Rights. Read it Carefully.

, wishing to participate in the Upper Deck Entertainment[™] Pro Circuit ("Events") hereby agree:

- (1) I am aware of all the risks and dangers associated with participation in and any transportation to and from these Events. I agree that the Upper Deck Company, LLC "UDC", 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.
- (2) In consideration of the right and opportunity to participate in the Events conducted by UDC, I knowingly and freely assume all risks in connection with these Events. To the fullest extent allowed by law, I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY UDC, any other sponsors/providers, and their employees, agents, or contractors from any liability for death, injury, or other damage which may occur during these Events or during transportation to and from these Events, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (3) I hereby grant to UDC, UDC's assigns, and/or licensees, the right to photograph and/or videotape me during my participation in the Events. I further grant to UDC, without any other consideration, the right to use, distribute, exhibit, broadcast, exploit, advertise, publicize, and promote, my name, likeness, biographical material, sounds, and/or voice, in any and all media and throughout the world, in and in connection with these Events or other UDC events. I further agree that UDC may edit my appearance therein and I waive any personal or proprietary rights with respect thereto. I represent and warrant to UDC that I have not made any contract or commitment in conflict with this grant. I understand that UDC is not under any obligation to make or cause to be made any broadcast or other use of said appearance, or to exercise any of their rights, licenses, and privileges herein granted.
- (4) I have full right and authority to enter into this Release Waiver and to grant the rights herein granted to UDC.
- (5) 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 constitutes the entire agreement among the parties hereto with respect to the subject matter of this release and supersedes any and all previous agreements or representations among the parties, whether written or oral, 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.
- (6) I will comply with all rules and behavior standards for tournament participants and spectators.
- (7) I am legally competent to sign this Release or my parent or guardian has also read and signed this Release.

I HAVE CAREFULLY READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. A PARENT OR GUARDIAN SIGNATURE IS **<u>REQUIRED</u>** IF PARTICIPANT IS A MINOR.

Participant's Printed Name

Signature of Participant

Ι, _

____ Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under Age of 18 at time of Registration):

Age

This is to certify that I, as a parent/guardian with legal responsibility for the participants, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I RELEASE and agree to INDEMNIFY and HOLD HARMLESS the Releasees from any and all liability incident to my minor child's involvement or participation in the Events as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to be responsible for any medical expenses incurred by the minor.

Signature of Parent or Guardian

Date

BY SIGNING THIS AGREEMENT, I REPRESENT THAT I AM EITHER (check one):

At least eighteen (18) 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.