

**2009 MAJOR LEAGUE GAMING EVENTS - APPEARANCE/PARTICIPATION RELEASE**

000000001. Rights: In connection with my appearance at and participation in 2009 Major League Gaming events, including the 2009 MLG Pro Circuit and 2009 MLG Pro Circuit Championships (which may be held in calendar year 2010) and any related events (e.g., parties, meals, practices, registration, etc.) (individually and collectively, the "Event"), I, \_\_\_\_\_, give Major League Gaming Inc., the other Event sponsors and their respective licensees, designees and assigns (individually and collectively, "Producer"), the right to film, photograph and record my name, nickname, pseudonym, persona, picture, biographical material, voice and/or likeness and to use the same in any manner or media in connection with the Event, and the advertising and promotion thereof or of Producer including, without limitation, in all forms of television, videogram, radio and other advertisements, promotions and publicity for Producer, the Event and other motion pictures (collectively "Advertisements"); to broadcast, reproduce, distribute and exhibit such photographs and/or recordings, the Event and/or the Advertisements, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised anywhere in the universe at anytime in perpetuity; to give my name and information about me on the Event and in the Advertisements; and to edit, modify, adapt, make derivative works from, copyright and otherwise exploit the pictures and recordings as Producer elects. I hereby acknowledge that my appearance at the Event shall not constitute a performance and that I shall not be entitled to any compensation for such appearance, nor to any guild or union payments for use or reuse of such appearance.

2. Consent to Clips, Photos, Stills: Producer has my consent to incorporate any photographs, audio-only or audiovisual recordings in which I appear (including, without limitation, news, television and/or motion picture footage) in the Event and/or Advertisements for use as outlined in Paragraph 1 above as well as for historical documentation and/or archival purposes, including without limitation, on Producer's website (e.g., showing your participation in the Event); and I hereby waive any right to any additional compensation therefor, including but not limited to, any excerpt and/or reuse fees and/or residual payments.

3. Prohibited Drugs: I represent and warrant that I will not take any illegal drugs, abuse any prescription or over the counter drugs, nor take any performance enhancing drugs prohibited by the World Anti-Doping Agency (WADA) as described on the WADA website, currently located at <http://www.wada-ama.org/en/prohibitedlist.ch2>, which may be updated from time to time, and/or any other substances that may be prohibited by MLG, in connection with the Events.

4. No Obligation/Revocation: I understand that Producer is not obligated to actually exploit any of the rights granted in this Release. I acknowledge and agree that Producer will incur considerable expense in reliance on this Release, so I will not have the right to revoke it.

5. Release: I understand that all of the foregoing is a material inducement for Producer to proceed with the Event and Advertisements, and that Producer may rely on this Release in proceeding with the Event and Advertisements. I hereby release the Releasees and the advertisers, broadcasters and distributors of the Event, (a) from any and all claims for damage or personal injury arising from or relating to my participation in the Event, and (b) from all liability and obligation to me of any and all nature whatsoever arising out of or in connection with the exercise of the rights granted herein including, without limitation, from any liability for violation of rights of privacy, publicity, defamation, emotional distress or any similar right. I hereby indemnify the Releasees from and against all claims, actions, losses, damages, judgments and liabilities resulting from any breach or alleged breach of this agreement and/or any actions or omissions by me while participating in the Event and/or any. In no event shall I have, and I hereby irrevocably waive, any right to sue the Releasees or to seek or obtain injunctive or other equitable relief in connection with the Event, the Advertisements or any other productions, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Event. Producer shall have the unrestricted right to assign this agreement and any of its rights and/or obligations hereunder, in whole or in part, to any person(s) or entities. This is the entire agreement and, subsequent to execution, cannot be modified without written consent. This agreement shall be exclusively governed by and construed in accordance with the laws of the State of New York.

**I have read this entire Release and fully understand its contents. I am signing it and participating in the Event voluntarily, without any duress or undue influence.**

Signature: \_\_\_\_\_  
Please Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Phone No.: \_\_\_\_\_

Dated: \_\_\_\_\_