

**CALL OF DUTY WORLD LEAGUE
TOURNAMENT PARTICIPATION RELEASE**

1. **Tournament:** The 2018 Call of Duty World League ("CWL" or "Competition") Atlanta Open and any related events (e.g., parties, meals, practices, registration, etc.) (individually and collectively, the "Tournament"). The Tournament will be governed by the following: (i) the 2018 CWL Handbook (the "Handbook"); (ii) MLG's Terms of Service and MLG's Privacy Policy; and (iii) the live event tournament official rules ("Tournament Rules"). Defined terms used herein shall have the meanings and definitions ascribed to them in the Handbook or in the Tournament Rules, unless otherwise noted herein.
2. **Rights:** In connection with my appearance at and participation in the Tournament, I, give Activision Publishing, Inc., Major League Gaming Corp, and applicable affiliates, operators of the Call of Duty World League, Tournament sponsors and their respective licensees, designees and assigns (the "Administration), a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive right and license (with the right to grant sublicenses), throughout the universe, in any and all manner and media now or hereafter devised, to: (i) 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 now or hereafter known, in connection with the Tournament, Competition and the Call of Duty Franchise, and the advertising and promotion thereof, including, without limitation, in all forms of television, online, radio and other advertisements, promotions and publicity for Administration, the Tournament, the Competition and the Call of Duty Franchise and other audio-visual works (collectively "Materials"); (ii) broadcast, reproduce, distribute and exhibit such photographs, films and/or recordings, the Tournament and/or the Materials, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised anywhere in the universe in perpetuity; (iii) edit, modify, adapt, make derivative works from, copyright and otherwise exploit any of the foregoing; (iv) use and display my name and all derivatives thereof (including all professional names, team names, gamer tags, nicknames or aliases), image, likeness, biographical material, logos, trademarks and designs, in and in connection with the exploitation of the Tournament, the Materials, the Administration and any derivative works, including the marketing and promotion thereof; and (v) use and display any name, trademarks and logos of any sponsor of a team (hereinafter, a "Team Sponsor"), in and in connection with the exploitation of the Tournament, the Materials, the Administration and any derivative works, including the marketing and promotion thereof. For the avoidance of doubt, the rights granted herein include any and all necessary rights and licenses Administration may need to effectuate the terms of the rights granted. I acknowledge that my appearance in the Tournament or any event related thereto 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. If I am a Team Owner, I acknowledge that I have obtained all necessary permissions and clearances with respect to the trademarks and logos of any Team Sponsor and Administration's exploitation of the Tournament, Materials and/or any trademarks and logos of any Team Sponsor, as set forth in this Tournament Participation Release, shall not violate any such permissions or clearances nor the rights of any Team Sponsor.
3. **Consent to Clips, Photos, Stills:** The Administration 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 Tournament and/or in connection with the marketing, advertising and promotion thereof, as well as for historical documentation and/or archival purposes, including without limitation, on the Administration's website 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.
4. **No Obligation/Revocation:** I understand that the Administration is not obligated to actually exploit any of the rights granted in this Tournament Participation Release. I acknowledge and agree that the Administration will incur considerable expense in reliance on this Tournament Participation Release, so I will not have the right to revoke it.
5. **Release:**
 - (a) I understand that this Tournament Participation Release is a material inducement for the Administration to proceed with the Tournament and the marketing, advertisement and promotion thereof, and that the Administration may rely on this Release in proceeding with the Tournament and the marketing, advertisement and promotion thereof. I hereby acknowledge and agree that participation in the Tournament may involve serious risk of injury. I understand that by participating in the Tournament, I am waiving my right to sue (as provided in Section 15 of the Handbook) if I am injured while participating in the Tournament. I understand and accept that participating in the Tournament may involve encountering known and unknown risks, including the risk of serious bodily injury, illness, disability, emotional trauma, damage to property and death (collectively "Injuries"), and I expressly and voluntarily assume full responsibility for any such risks, from any and all causes, including, without limitation, negligence, gross negligence, defective products, unknown products, travel-related, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks and understand that these risks may be caused by me, the Administration, other Participants or other third parties.
 - (b) I, on behalf of myself and each of my successors, heirs and assigns, unconditionally and irrevocably waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs (collectively, "Claims"), that I may incur or otherwise have against the Administration, their affiliates and their respective parents, affiliates, Competition agency/production companies, landowners/lessors of event locations, hosts, sponsors, advertisers and each of their respective owners, officers, shareholders, directors, employees and agents ("Released Parties"), arising from or related to my participation in the Tournament, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other Participants, Attendees or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment, stage sets, or wardrobe; (v) the conditions on or about any event premises; (vi) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vii) travel, transportation or accommodations; (viii) weather conditions; (ix) any prize award, including, without limitation, the receipt or use or misuse of any prize or

any claim from a taxing jurisdiction or authority; (x) 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; (xi) any other operations associated with the Tournament; and/or (xii) if I am a Team Owner, I agree to release and hold Administration harmless from any Claims with respect to Administrations use of any Team Sponsor's name, trademarks or logos, as set forth in this Tournament Participati on Release; and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence and gross negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relieve or otherwise, and whether now known or unknown or suspected or unsuspected (all of the foregoing shall be collectively referred to as the "Released Claims"). I hereby indemnify the Released Parties from and against all claims, actions, losses, damages, judgments and liabilities resulting from any breach or alleged breach of the Handbook or the Tournament Rules, any actions or omissions by me while participating in or attending the Tournament or any event thereof and/or the releases set forth herein.

(c) I hereby warrant, represent, acknowledge and agree that in no event shall I have, and I hereby irrevocably waive, any right to sue the Released Parties or to seek or obtain injunctive or other equitable relief in connection with the Tournament, the Materials, the Submissions, or any other productions, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Tournament.

(d) I authorize each of the Released Parties to call for medical attention for me or to transport me to a medical facility at my expense if medical attention is required. I authorize any physician or other medical provider or facility to provide an emergency care needed.

6. **Acknowledgment of Handbook and Tournament Rules:** I have read the Handbook and the Tournament Rules in their entirety and fully understand their respective content. I acknowledge and understand that the Handbook and the Tournament Rules are an important legal document and by signing this document I am agreeing to and am bound by the rules, terms and conditions set forth in the Handbook and the Tournament Rules. I have signed this Tournament Participation Release voluntarily, without inducement of any nature and understand it's intended to be enforced to the fullest extent allowed by law. I confirm that I meet the eligibility requirements required by the Handbook and the Tournament Rules. If I am a Team Owner, I am signing the below on behalf of myself, my applicable corporate entity, and my entire team organization, including all other owners, coaches, staff and other personnel affiliated with my team, all of whom are bound by the rules, terms and conditions set forth in the Handbook and the Tournament Rules and I represent that I have provided each with a copy of the Handbook and the Tournament Rules and that I have the authority to bind each of those individuals or entities and hereby indemnify Administration to the extent I do not.

7. **Miscellaneous:** The Administration shall have the unrestricted right to assign this Tournament Participation Release and/or any of its rights and/or obligations hereunder, in whole or in part, to any person or entity. This Tournament Participation Release contains the entire understanding of the parties hereto relating to the subject matter hereof, all prior and/or contemporaneous negotiations and understandings being merged herein. No amendment to or modification, waiver, termination or discharge of this Tournament Participation Release or any provision thereof shall be binding upon the parties hereto unless confirmed by a written instrument signed by an authorized signatory of each party. This Tournament Participation Release has been entered into in the State of New York, and the validity, interpretation and legal effect of this Tournament Participation Release shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, without regard to the conflicts of law principles thereof. All claims, disputes and/or disagreements which may arise out of the interpretation, performance or breach of this Tournament Participation Release shall be submitted exclusively to the state courts of the State of New York or the Federal District Courts located in New York County. Notwithstanding the foregoing, with respect to any claim by any third party in a forum concerning any matter which is the subject of any representation or warranty hereunder, the parties hereto consent to the personal jurisdiction and venue of such forum for purposes of enforcement of the indemnities provided for herein. The parties hereto irrevocably consent to the in personam jurisdiction and venue of the state and federal courts of the State of New York, located in New York County, for any and all such actions or proceedings, and waive any right to seek to transfer or dismiss any said action or proceeding on any grounds, including, but not limited to, the ground of lack of personal jurisdiction, improper venue or inconvenient forum.

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

Date: _____
Signature of Participant: _____
Name of Participant (print): _____
Alias (if applicable): _____
Corporate Entity (if applicable): _____
Team Name: _____
Home Address: _____
City/State/Zip Code: _____
Emergency Contact Name/Relationship/Telephone Number: _____

