

**XBOX GAMING LEAGUE EVENTS - APPEARANCE/PARTICIPATION RELEASE MINOR  
AND PARENTAL/LEGAL GUARDIAN CONSENT FORM**

This consent form is for the **Gears Pro Circuit Mexico City Open** event, and any related activities (e.g., parties, meals, practices, registration, etc.), which individually and collectively are referred to herein as the "Event". **Any participant who is under eighteen (18) years of age is considered a minor for purposes of participation in the Event** and this consent form, hereinafter referred to as the "Release," must be signed by a parent or legal guardian of the minor (the "Parent") before such Event. Any prizes won by a minor at the Event will be awarded to the Parent identified on this Release.

1. Acknowledgment: By \_\_\_\_\_ his/her signature, \_\_\_\_\_ Parent of \_\_\_\_\_ (the "Minor"), gives his/her permission to allow the above named Minor, who must be a minimum of sixteen (16) years of age, to attend and participate in Event without restriction or limitation, including but not limited to playing video games with an ESRB rating of "M." Minor and Parent hereby release and hold harmless Microsoft Corporation, its affiliates, subsidiaries, suppliers, related companies, advertising and promotion agencies or partners, and any of their respective officers, directors, employees, representatives and agents, from any and all liability that may arise from Minor's participation or Parent's decision to allow Minor to participate in the Event.

2. Consent to Attendance and Participation: Parent understands that the Event may involve a video game tournament where an entry fee is charged and where cash and other prizes may be awarded to certain winners. Parent further understands that the Event may feature video game competitions featuring one or more video games that have an Entertainment Software Ratings Board ("ESRB") rating of "M" or Mature, and that this rating indicates that the ESRB, a recognized industry adopted ratings agency, has deemed content of the video games unsuitable for children under seventeen (17) years of age as these games may contain intense violence, blood and gore, sexual content and/or strong language.

3. Assumption of Responsibility: Parent assumes all responsibility and liability for any and all damage and injury suffered by or caused by Minor while at the Event or any areas surrounding the Event.

4. Rights: In connection with Minor's appearance at and participation in the Event, Minor, and Parent on behalf of Minor, give Microsoft Corporation, the other Event sponsors and their respective licensees, designees and assigns (individually and collectively, "Producer"), the right to film, videotape, photograph and record Minor's 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, video, radio, print, websites, social media, promotions and publicity for Producer, the Event and related promotions (collectively "Advertisements"); to broadcast, reproduce, distribute and exhibit such photographs, videos and/or recordings of 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 any time in perpetuity; to give Minor's name and information about Minor 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. Minor, and Parent on behalf of Minor, hereby acknowledge that Minor's appearance at the Event shall not constitute a performance and that Minor shall not be entitled to any compensation for such appearance, nor to any guild or union payments for use or reuse of such appearance.

5. Consent to Clips, Photos, Stills: Producer has consent from Minor, and Parent on behalf of Minor, to incorporate any photographs, audio-only or audiovisual recordings in which Minor appears (including, without limitation, news, television, video and/or motion picture footage) in the Event and/or Advertisements for use as outlined in Paragraph 4 above as well as for historical documentation and/or archival purposes, including without limitation, on Producer's website or social media pages (e.g., showing Minor's participation in the Event); and Minor, and Parent on behalf of Minor, hereby waive any right to any additional compensation therefor, including but not limited to, any excerpt and/or reuse fees and/or residual payments.

6. No Obligation/Revocation: Minor, and Parent on behalf of Minor, understand that Producer is not obligated to actually exploit any of the rights granted in this Release. Minor and Parent, on behalf of Minor, acknowledge and agree that Producer will incur considerable expense in reliance on this Release, so neither Minor nor Parent on behalf of Minor, will have the right to revoke it.

7. Release: Minor, and Parent on behalf of Minor, 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. Minor, and Parent on behalf of Minor, hereby release the Producer and the advertisers, broadcasters and distributors of the Event or Advertisements, (a) from any and all claims for damage or personal injury arising from or relating to Minor's participation in the Event, and (b) from all liability and obligation to Minor 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. Minor, and Parent on behalf of Minor, hereby indemnify the Producer 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 Minor while participating in the Event. In no event shall Minor, or Parent on behalf of Minor, have, and Minor, and Parent on behalf of Minor, hereby irrevocably waive, any right to sue the Producer 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 Washington.

**I have read this entire Release and fully understand its contents. I, on behalf of Minor, am signing it voluntarily, without any duress or undue influence.**

**Parent/Legal Guardian:**

Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

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

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

**Minor:**

Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

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