

# Player Release (“Release”) 2011 – 2012 Season



*Version: July 1, 2011*

Federated Sports and Gaming, Inc. (“FSG”) owns and operates the Epic Poker League (the “League”), which includes poker tournament events (“Events”). In consideration for the opportunity to participate in one or more pro/am Events, charity Events, main Events, and/or championship Event during the 2011-2012 season, the undersigned player (“Player”) agrees as follows:

## **1. Consent to Use Images and Recordings.**

Player acknowledges that the Epic Poker League, by itself and through third party designees, will be filming, videotaping, photographing, recording and creating other audio and/or visual works of and about the League and Events before, during and after the Events, including, but not limited to, filming of tournament play, players’ cards, behind-the-scenes action, and interviews (the “Materials”). Player consents to being filmed, videotaped, photographed, interviewed and otherwise recorded for the Materials. Player agrees that Epic Poker League and its designees may use and exploit the Materials on a worldwide basis, in perpetuity, on a live or delayed basis, as edited by the Epic Poker League in its sole discretion in: (a) television, film, radio, Internet, and any other audio and/or visual programs about the League, Events or its host sites in any forum or media however displayed (collectively, the “Programs”); and (b) all types of advertising and promotion for the Programs, League, Events, and host sites (solely in their capacity as host sites for the Events) in any media now known or hereafter devised, including, but not limited to, television, radio, Internet, print, direct mail, e-mail, and indoor/outdoor signage (collectively, the “Promotions”). Player agrees that the Epic Poker League and its designees may use and exploit Player’s name, voice, likeness, image, nicknames, signature, mannerisms, traits, speech, phrases, and other unique personal characteristics (collectively, “Likeness”) as they appear in the Materials and as they appear in any other photographs, films, videotapes, recordings or other audio and/or visual materials of past or future events, and may disclose Player’s strategies and hole cards, in the Programs and Promotions on a worldwide basis, in perpetuity, in any and all media now known or hereafter devised.

## **2. Release.**

Player agrees that he/she will make no claim of any kind against the Epic Poker League and its designees as a result of any use of the Materials and Likeness authorized in this Release, and Player irrevocably and unconditionally waives and releases the Epic Poker League, its parents, subsidiaries, affiliates, and designees, and each of their respective officers, directors, agents, servants, employees, representatives, insurers, licensees, designees, assignees, successors in interest and invitees, from any and all claims arising out of such use, including, without limitation, any claims for invasion of privacy, infringement of Player’s right of publicity, false endorsement, defamation (including libel and slander) and any other personal and/or property rights of any kind or nature.

## **3. Ownership of Appearance.**

Player’s appearance in the Materials (the “Appearance”) shall be deemed a “work made for hire” for the Epic Poker League. Accordingly, the Epic Poker League shall be considered the sole and exclusive author and owner of all right, title and interest in the Appearance and the Materials. If all or any portion of the Appearance is determined not to be a work made for hire, Player hereby irrevocably grants and assigns to the Epic Poker League on a worldwide basis, in perpetuity, all rights of every kind and nature in and to the Appearance and authorizes the embodiment of the Appearance and

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Likeness in the Programs and Promotions. Player waives any moral rights or other rights that he/she may have in the Materials or the use or exploitation thereof as authorized in this Release. The Epic Poker League shall have the right, on its own and through authorized third parties, to change, alter, revise, edit, add to or subtract from the Appearance in the Epic Poker League's sole discretion, as well as the right to combine the Appearance with material furnished or created by others, and to use the Appearance in the Programs and Promotions without any additional approvals or review by Player. Player acknowledges that the Epic Poker League is not obligated to use the Appearance of Player in the Programs or Promotions.

#### **4. FCC Regulations.**

In accordance with the Federal Communications Act, Player represents and warrants that he/she has not accepted, and will not accept, any money, services or other valuable consideration to promote any product, service or venture in the Programs, except to the extent that such promotion is disclosed to and approved by the Epic Poker League in advance and in writing, with such approval in the sole discretion of the Epic Poker League.

#### **5. Confidentiality.**

Player acknowledges that he/she will have access to information and materials that are not known by or generally available to the public as a result of participation in Events and related activities (collectively, "Confidential Information"). For clarification, Confidential Information will include the results of Events, the identities and winnings of participating players, content and release dates of Programs and Promotions, and methods of operation. Confidential Information does not include information that is (a) generally available to the public through no fault of Player or any other party having an obligation of confidentiality to the Epic Poker League, or (b) known by Player prior to disclosure as demonstrated by documentary evidence. Player shall not disclose Confidential Information to any third party except as authorized in writing by the Epic Poker League.

#### **6. Miscellaneous.**

This Release constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, agreements or understandings between the parties with respect to the subject matter hereof. This Release may not be modified, amended, terminated or rescinded, and no provision hereof shall be waived, in any manner except by a writing executed by the Epic Poker League and Player. The invalidity or enforceability of any part of this Release shall in no way affect the validity or enforceability of any of the remainder of this Release. Headings in this Release have been used solely for reference and shall not be construed to affect the meaning, construction or effect of this Release. The Epic Poker League shall not owe Player any fees or other monetary compensation in consideration for execution of this Release or in connection with the Epic Poker League's exercise of its rights hereunder. Consideration provided to Player by the Epic Poker League for executing this Release is the Epic Poker League's agreement to permit player to participate in one or more Events for the 2011-2012 season. Player acknowledges that he/she has not executed this Release in reliance on any promise, representation or warranty not contained herein. Player acknowledges that he/she has relied on his/her own judgment or has been advised by an

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attorney of his/her choice prior to entering into this Release. The Epic Poker League may license, assign and otherwise transfer to any third party any or all of the Epic Poker League’s rights under this Release. Player agrees to execute such further documents consistent herewith and do such other acts as may be required by the Epic Poker League or its licensees, successors, assigns, transferees or representatives to evidence or effectuate the Epic Poker League’s rights hereunder. This Release shall be governed by the laws of Nevada without reference to its conflict of laws rules. All litigation arising out of or relating to this Release shall be brought in the federal or state courts located in Clark County, Nevada, and the parties irrevocably consent to the exercise of personal jurisdiction over them in Clark County, Nevada.

By signing below, Player hereby acknowledges and agrees to the foregoing.

\_\_\_\_\_  
Player Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email