

1UP GAMING
Minor Attendance and Permission Form

Minor Name: _____; Minor Date of Birth: _____

Parent/Guardian Name: _____

Event: _____; Date _____

Minors may attend 1UP GAMING events with the signed consent of the minor's parent or legal guardian. If a person is under 18 years of age, or under 19 years of age in Alabama or 17 years of age in Nebraska, such person is considered a minor in such person's jurisdiction. Any person who is considered a minor in such person's jurisdiction must submit this Minor Attendance and Permission Form, signed by a parent or legal guardian, upon entry to the Event.

TERMS AND CONDITIONS OF ATTENDANCE – READ CAREFULLY BEFORE SIGNING

The parent or legal guardian named above and signing below ("Guardian") legally agrees to the following terms and conditions related to the Guardian's request to allow minor named above ("Minor") to attend the above live event("Event").

1.Guardian gives Guardian's permission to allow Minor to attend the Event, without restriction or limitation. Guardian accepts full responsibility and assumes the risk and liability for any and all damages and injuries that Minor might suffer or sustain as a result of their attendance at the Event or any areas surrounding the Event. Guardian and Minor hereby release 1UP Gaming, its parents, affiliates, subsidiaries, suppliers, related companies, advertising and promotion agencies or partners, and any of their respective officers, directors, employees, representatives, agents and contractors (collectively, "1UP GAMING") from: (a) any and all liability relating to, or that may arise from, Minor's attendance at the Event or Guardian's decision to allow Minor to attend the Event; and (b) from all liability and obligation to Minor 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.

2.Guardian understands that the Event will feature live video game competitions and gameplay featuring one or more video games which are rated "M" or "Mature" for mature audiences by the Entertainment Software Ratings Board ("ESRB"), 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 17 years of age.

3.Guardian understands that the Event is produced for adult viewers and audiences, and that the Event competitors, commentators, and other audience members may use profanity and discuss and describe gameplay featuring adult-themed content.

4.Guardian hereby agrees on behalf of Minor that any legal terms and conditions, limitations, waivers, releases, or similar Event legal requirements (whether posted at the Event, printed on tickets, presented during the ticket purchase process, or otherwise legally binding on Event attendees) shall be applicable to the Minor, and Minor and Guardian shall be legally responsible for any violation of any such terms and conditions.

5.Minor and Guardian, on behalf of Minor, hereby irrevocably grants to 1UP GAMING and the other Event sponsors and their respective licensees, designees and assigns (individually and collectively "Producer"), on a gratis basis, the right to film, photograph, videotape and otherwise record Minor and to use, reproduce, exhibit, publish, broadcast, distribute and otherwise exploit Minor's name, biographical material, voice, likeness, picture, image, silhouette and other reproductions of Minor's physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video tape) in and in connection with the exploitation and exhibition of the Event, the Recording (as hereinafter defined), any derivative works or portions thereof, any 1UP GAMING products or services, and the advertising, publicity and promotion of the Event and/or Producer (including any advertising and/or promotional materials), in perpetuity throughout the universe, through any and all means, manners or methods now known or hereafter devised and in any and all media now known or hereafter devised, including, without limitation, any and all means of television and/or Internet transmission and delivery and the right to edit, modify, adapt, make derivative works from any recordings derived from the Event, as Producer elects. Minor and Guardian, on behalf of Minor, hereby acknowledge and agree that Minor shall not be entitled to any payment or compensation in connection with, or related to Producer's use of Minor's name, biographical material, voice, likeness, picture, image, silhouette and other reproductions of Minor's physical likeness as set forth above. Minor and Guardian, on behalf of Minor, hereby acknowledge and agree that all recordings derived from the Event (the "Recording"), and all performances therein shall be deemed a work-made-for-hire for 1UP GAMING, from the inception of the recording, and 1UP GAMING shall own all results and proceeds derived therefrom and all rights therein and thereto, including, without limitation the copyright therein and thereto, and shall have the exclusive right to copyright, publish, exhibit, edit, modify, use or exploit the Recording, outtakes and all derivatives thereof, or any part thereof, in any and all means, manners or methods now known or hereafter devised and in any and all media now known or hereafter devised, in perpetuity, throughout the universe.

Guardian represents and warrants that he/she has the right to enter into this Minor Attendance and Permission Form, has a legal right to sign this Minor Attendance and Permission Form on behalf of Minor as the Minor's parent or legal guardian, and has provided accurate and complete information where prompted. Minor and Guardian, on behalf of Minor, hereby indemnify 1UP GAMING from and against all claims, actions, losses, damages, judgments and liabilities related to: (i) Minor's attendance at the Event, (ii) use of Minor's name, biographical material, voice, likeness, picture, image, silhouette and other reproductions of Minor's

physical likeness or Minor's depiction in Event in the Recording, photography, film, or other materials, (iii) Guardian's lack of legal authority to sign this Minor Attendance and Permission Form on behalf of Minor; (iv) any act or omission by Guardian or Minor at, or related to, the Event; or (v) any breach or alleged breach of this Minor Attendance and Permission Form. In no event shall Minor or Parent have, and Minor and Parent hereby irrevocably waive, any right to sue the 1UP GAMING and Producer or to seek or obtain injunctive or other equitable relief in connection with the Event, or the production, distribution, exhibition or other exploitation of the Event, or the advertising, promoting or publicizing of the Event.

1UP GAMING shall have the right to assign this Minor Attendance and Permission Form and/or any of its rights and/or obligations hereunder, in whole or in part, to any person or entity. This Minor Attendance and Permission Form 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 Minor Attendance and Permission Form 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 Minor Attendance and Permission Form has been entered into in the State of Ohio, and the validity, interpretation and legal effect of this Minor Attendance and Permission Form shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio applicable to contracts entered into and performed entirely within the State of Ohio, 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 Minor Attendance and Permission Form shall be submitted exclusively to the state courts of the State of Ohio or the Federal District Courts located in Lucas 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 personal jurisdiction and venue of the state and federal courts of the State of Ohio, located in Lucas 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.

GUARDIAN UNDERSTANDS AND AGREES THAT SIGNING THIS MINOR ATTENDANCE AND PERMISSION FORM GIVES UP SUBSTANTIAL RIGHTS FOR GUARDIAN AND MINOR, AND MAKES GUARDIAN PERSONALLY RESPONSIBLE FOR THE FOREGOING AND MAY SUBJECT GUARDIAN TO LEGAL AND FINANCIAL CLAIMS AND LIABILITY.

**I have read this entire Minor Attendance and Permission Form 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: _____

Email Address: _____

Dated: _____

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

Signature: _____

Please Print Name: _____

Address: _____

Email Address: _____

Dated: _____