



## STANDARD PARTICIPANT (PLAYER) RELEASE FORM

In consideration for the opportunity to participate in the World Poker Tour series including the *PokerStars Caribbean Adventure* currently scheduled from *January 5, 2005-January 12, 2005* (the “**Tour Event**”), the undersigned player (“**Player**”), hereby agrees as follows:

- 1) Grant of Rights. Player acknowledges that WPT Enterprises, Inc. and its successors, assigns and licensees (collectively, “**WPT**”) will be recording, filming, photographing and exploiting films and/or television specials or other audio visual works of and/or about the Tour Event (jointly and severally the “**Programs**”). Player consents to such filming and exploitation of the Programs, and hereby irrevocably grants to WPT the right to film, record, edit, reproduce and otherwise use Player's name, likeness, signature, biographical information, appearance, actions (including, without limitation, revealing Player's hole cards), conversations (including, without limitation, “behind the scenes” footage and filmed interviews with Player) and/or voice (the “**Recordings**”) in, and in connection with, the Programs and/or the “World Poker Tour” and in connection with the advertising, publicizing, exhibition, and exploitation thereof and of other audio-visual works (including, without limitation, “behind the scenes” productions and “Stack the Vote” public service announcements) and any and all derivative, subsidiary and/or ancillary uses related thereto (including, without limitation, merchandising, commercial tie-ins, etc.), in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe.
- 2) Release; Representations. Player agrees that Player will make no claim of any kind against WPT as a result of any of the uses described above, and irrevocably and unconditionally waives and releases WPT and its invitees and participants from all claims arising out of such use, including, without limitation, any claims for invasion of privacy, infringement of Player's right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Player hereby confirms that Player has the authority to grant to WPT the right to use the Recordings and that WPT's exercise of such rights shall not violate or infringe any rights of any third party. Player understands that WPT has been induced to proceed with the production, distribution and exploitation of the Programs in reliance upon this agreement.
- 3) Tour Event, FCC and WPT Rules. During filming of the Tour Event, Player agrees to dress as directed by WPT and adhere to the Tour Event rules, and WPT's rules and restrictions, including, without limitation, the prohibition of the use of headphones and/or clothing or other items containing endorsements of any kind. Player represents and warrants that Player has not accepted, and will not accept, any money, service or other valuable consideration from anyone for the inclusion of any matter in the Programs, except to the extent that the same shall be expressly approved in advance by WPT in writing and in its sole discretion, and then only provided that the same shall be disclosed in accordance with the requirements of the U.S. Federal Communications Act. Player represents and warrants that Player has not entered into, and will not enter into, any understanding or agreement (whether oral or written) with any other player at the Tour Event final table with respect to the outcome of the Tour Event final table or the division of any prize money between players at the final table, and Player further acknowledges that it is a violation of WPT rules to enter into any such understanding or agreement. WPT may prevent Player from participating, or continuing to participate, in the Tour Event for a violation of the rules of the Tour Event, WPT, or the Federal Communications Commission (“**FCC**”), with no further obligation to Player. The table structure shall be subject to change at any time in WPT's sole discretion.
- 4) Tour Event Prize. The winning player in the Tour Event will be awarded a prize that includes a qualifying seat in the WPT Championship (the “**Qualifying Seat**”) currently scheduled to be held at the Bellagio Hotel (the “**Championship**”). There is a limit of one Qualifying Seat per player at the Championship and all players must be 21 years of age or older at the time of the Championship in order to participate in the Championship. Player acknowledges and agrees that if Player wins the Tour Event and (i) already has a Qualifying Seat in the Championship by virtue of winning a previous WPT special event and/or (ii) would be under 21 years of age at the time Player wins the Tour Event (if ever), Player will not be eligible to receive the Qualifying Seat, and Player agrees that Player will make no claim of any kind against WPT in connection with, and irrevocably and unconditionally waives and releases WPT and its invitees and participants from all claims arising in connection with the Qualifying Seat or Player's eligibility for the Qualifying Seat. In the event, Player wins this Tour Event and is ineligible to receive the Qualifying Seat, the Qualifying Seat will be awarded to another eligible player, in WPT's sole discretion.
- 5) Confidentiality/Nondisclosure. While participating in the Tour Event, Player will have access to certain confidential and proprietary information regarding WPT and the Programs (including, but not limited to the outcome of the Tour Event and methods of filming). Player agrees it will keep confidential all confidential and proprietary information and will not use it for any purpose other than to perform its obligations under this Agreement. Player agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means to prevent the disclosure and to protect the confidentiality thereof.
- 6) Miscellaneous. Player agrees to conduct at least one (1) taped interview if requested by WPT. WPT is not obligated to use the Recordings in the Programs or to develop, produce, distribute, or exploit the Programs in any manner and/or territory. WPT's rights in this Agreement, the Recordings and the Programs may be assigned, licensed, or otherwise transferred, and this Release shall inure to the benefit of WPT's successors, assigns and licensees.

Any remedies Player may have against WPT in connection with this Agreement, the Recordings and the Programs shall be limited to the right to recover damages, if any, in an action at law, and Player hereby waives any right or remedy in equity, including without limitation, the right to seek injunctive relief to enjoin the use of the Recordings or the exploitation of the Programs. Player agrees to execute such further documents consistent herewith and do such other acts as may be required by WPT or its successors, licensees, or assigns to evidence or effectuate WPT's rights hereunder. Player acknowledges and agrees that Player shall not be entitled to any fees or other monetary compensation from WPT in consideration of this agreement or in connection with WPT's exercise of its rights hereunder. Except as specifically set forth herein, Player hereby releases and waives any and all rights to receive consideration of any kind whatsoever in connection with the Tour Event, Recordings, Program and/or Player's participation in connection therewith in perpetuity and throughout the universe, including, but not limited to, any and all royalties, residuals and fees related to exploitation of the Program and the Recordings, supplemental use, guaranteed minimums, overtime, rehearsal, specialty acts, sportscasters, announcements, promotions of a Program or "World Poker Tour", promotional announcements, walk on and extras, travel fees, talent auditions and individual video and voice tests, replays and releases, off camera participation, penalties and special fees of any kind, to which Player may otherwise be entitled to receive for any reason, including, without limitation, as a result of the Program being covered by a collective bargaining agreement now or in the future. This agreement shall be governed by the laws of the State of California, and the parties agree to, and submit themselves to, the exclusive jurisdiction of the County of Los Angeles of the state courts of California and the federal courts located in the Central District of the State of California as to any matter arising out of or relating to this Agreement. This agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof.

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

Dated as of / /

Signed: \_\_\_\_\_

PLEASE PRINT LEGIBLY

First

Last

Address

City

State  Zip Code

Country

Phone  -  -

Email

**Exhibit "A"**

<b>Structure Sheet A for WPT Final Tables</b>			<b>Structure Sheet B for WPT Final Tables</b>		
	<b>Blinds</b>	<b>Antes</b>		<b>Blinds</b>	<b>Antes</b>
<b>Level 1</b>	1000-2000	300	<b>Level 1</b>	1200-2400	300
<b>Level 2</b>	1500-3000	400	<b>Level 2</b>	2000-4000	500
<b>Level 3</b>	2500-5000	500	<b>Level 3</b>	3000-6000	1000
<b>Level 4</b>	4000-8000	1000	<b>Level 4</b>	5000-10,000	1000
<b>Level 5</b>	6000-12000	2000	<b>Level 5</b>	8000-16,000	2000
<b>Level 6</b>	10,000-20,000	2000	<b>Level 6</b>	12,000-24,000	3000
<b>Level 7</b>	15,000-30,000	3000	<b>Level 7</b>	20,000-40,000	5000
<b>Level 8</b>	25,000-50,000	5000	<b>Level 8</b>	30,000-60,000	10,000
<b>Level 9</b>	40,000-80,000	10,000	<b>Level 9</b>	50,000-100,000	10,000
<b>Level 10</b>	60,000-120,000	15,000	<b>Level 10</b>	80,000-160,000	15,000
<b>Level 11</b>	100,000-200,000	20,000	<b>Level 11</b>	120,000-240,000	30,000
<b>Level 12</b>	150,000- 300,000	30,000	<b>Level 12</b>	200,000- 400,000	50,000

1 hour levels starting at the level that equals at least 40 big blinds for an average stack.  
 Formula:  
 Total Tournament Chips/6 = Average Stack  
 Average Stack/40 > Big Blind of the Starting Level  
 You then find the highest starting level that satisfies the formula.  
 Whichever sheet you find that level on, that is the sheet that gets used. You ignore the other sheet.

Two Examples:  
**1,000,000 in Chips**  
 Average Stack = 166,667  
 $166,667/40 = 4,167$   
 Starting Level = Level 2 Sheet B

**6,000,000 in Chips**  
 Average Stack = 1,500,000  
 $1,500,000/40 = 37,500$   
 Starting Level = Level 7 Sheet A

**AFTER** the third level of the day, any level that **STARTS** heads-up will last for only 30 minutes.