

Affidavit of Eligibility, Publicity Release and Liability Waiver

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the "Agreement") must be read and signed by each individual ("Participant") selected to participate in the contest event known as _____ sponsored by _____ ("Venue") or any of its affiliates or subsidiaries (the contest in which the undersigned has entered is hereinafter referred to as the "Contest"). If Participant is a legal minor, Participant's parent or legal guardian must also read and sign this Agreement. The Contest Participant is referred to herein as "I" or "me." In consideration for being selected to participate in the Contest, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (and if I am a minor, my parent or legal guardian) hereby agree as follows:

1. I represent that I am eligible to participate in the Contest. Without limiting the foregoing, I represent that I satisfy all eligibility requirements (e.g., as to my age or place of residence, medical condition, physical strength, or other physical limitations) set forth in the official Contest rules, if any, which I acknowledge having read and understood, and any other requirements imposed by law.

2. I give permission irrevocably and in perpetuity to Venue and its subsidiaries and affiliates to, without additional compensation to me, use, adapt, reproduce, distribute, display and publicly perform my name, visual likeness and biographical data, in whole or in part, worldwide, in connection with the promotional or marketing activities of Venue and/or its subsidiaries or affiliates. I understand that my name and image will be recorded by various mechanical and electrical means of all descriptions, including but not limited to still photography and video (the "Released Subject Matter"). I hereby waive to the fullest extent that I may lawfully do so, any causes of action in law or in equity I may have or may hereafter acquire against Venue or its subsidiaries and affiliates, including all officers, directors, employees, agents and representatives, for libel, slander, invasion of privacy, copyright or trademark violation, right of publicity, or false light arising out of or in connection with the utilization of the Released Subject Matter. I agree that all Released Subject Matter are owned by Venue and that Venue may copyright material containing same. If I should receive any print, negative, or other copy thereof, I shall not authorize its use by anyone else.

3. I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS VENUE AND ITS AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "HARM") THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE CONTEST, ANY USE BY SPONSOR OF MY NAME, VISUAL LIKENESS OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO PARTICIPATE IN THE CONTEST, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS").

IF I AM A MINOR, MY PARENT OR LEGAL GUARDIAN, BY THEIR SIGNATURE BELOW, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS VENUE AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY VENUE AND ANY OTHER RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY RELEASED CLAIMS.

I SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST VENUE OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM VENUE OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

4. If any provision of this Agreement is found to be unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable. To the extent permitted by applicable law, I hereby waive the benefit of any

provisions of any statute or other law that might adversely affect the rights of Venue or any Released Party under this Agreement. This Agreement shall be governed by the laws of the State of Utah, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Salt Lake County, Utah with respect to any claim or suit arising out of or in connection with this Agreement, the Contest, or my acceptance, participation in, use of, or inability to participate in the Contest, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

5. I acknowledge and agree that my consent to the terms set forth above is material inducement for Venue to allow me to participate in the Contest, and Venue would not do so in the absence of my consent as evidenced by my signature below. This Agreement constitutes the entire agreement between myself and Venue with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between myself and Venue or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by Venue specifically referencing this Agreement.

THIS IS A LIABILITY RELEASE. PLEASE READ CAREFULLY BEFORE SIGNING.

The signature of the Participant below operates as an acceptance of the terms and conditions of this Agreement on behalf of Participant.

PARTICIPANT:

Parent/Legal Guardian (If Participant is a minor):

Name (Please Print)

Name (Please Print)

Signature

Signature

Address / Tel. No.

Address / Tel. No.