



Fire Ant Festival Committee

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Fire Ant Festival 2022
RELEASE AND WAIVER OF LIABILITY

Find the Fire Ant Contest

In consideration for participating in the 2020 Fire Ant Festival Find the Fire Ant Contest I agree the following:

1. **Permission to Use Likeness; Publicity Release.** To the fullest extent permitted by applicable law, I grant to Sponsor and its subsidiaries and affiliates, irrevocably and in perpetuity, the right of publicity, including without limitation, the right to use, adapt, reproduce, distribute and publicly display my name, image, likenesses, identity and identifiable aspects, in whole or in part, throughout the universe, for any marketing, promotion, or commercial purposes determined in the sole discretion of Sponsor and/or its subsidiaries or affiliates without payment or reimbursement of any kind to me.

2. **Release.** I acknowledge and agree that my participation in this contest is done solely at my own risk. As a condition precedent to participating in this event, I hereby voluntarily release, discharge, waive and relinquish any and all claims, damages, actions, causes of action, suits, obligations, liabilities or demands for personal injury, property damage or wrongful death ("CLAIMS") against Sponsor, its owners, officers, agents, employees, representatives, predecessors, successors, assigns, directors, stockholders, partners, owners, licensees, consultants, affiliated and subsidiary corporations, partnerships, co-sponsors or companies, past and present (collectively, the "SPONSOR ENTITIES") for any Claims arising out of, relating to or in any way connected with my participation or possession, acceptance, use/misuse of the Prize, and/or Sponsor's use/misuse of my visual likeness or biographical data (including any Claims based on violations of intellectual property rights or publicity or privacy rights), even if such harm is caused solely by the negligence of the Sponsor Entities; and I for myself and my child, heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any Claims that may hereafter arise for me and for my estate; and I agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any Claims for personal injury, property damage or wrongful death against the Sponsor Entities.

3. **Damages.** By participating in this contest at my own discretion I agree to leave undisturbed personal property that is not my own. Any damages that result in my participation in this contest and any liability for damages will be my own personal responsibility and not that of the Sponsor Entities.

IT IS THE INTENTION OF THIS WAIVER AND RELEASE TO EXEMPT AND COMPLETELY RELIEVE THE SPONSOR ENTITIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

1. **Indemnification.** I, for myself and on behalf of my spouse, dependents, heirs, executors, representatives, successors, assigns and agents, and each of them, hereby agree to indemnify and hold harmless Sponsor Entities, from any and all Claims by whomever or wherever made, for personal injury, property damage or wrongful death, arising out of, relating to or in any way connected with my participation in the contest and/or receipt or use of the Prize, except those Claims proved to be legally caused by the sole and gross negligence of the Sponsor Entities.

2. **No Insurance.** I acknowledge that neither the Sponsor nor its agencies have arranged for or carry any insurance of any kind for my benefit or that of my heirs, executors and administrators or anyone who may take by or through me relative to my participation in the contest and/or acceptance and use of the Prize; and that I am solely responsible for obtaining any paying for any life, travel, accident, property or other insurance relative to my acceptance and use of the Prize.

BY PARTICIPATING IN THIS CONTEST I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SPONSOR. I ACKNOWLEDGE THAT I AM OVER 18 AND PARTICIPATING FREELY AND VOLUNTARILY AND UNDERSTAND THAT I AM LEGALLY BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.