

whatsoever, and without any consideration or notice to or consent by me or any third party; **(c)** my Entry and Personal Attributes, in whole or in part, may be edited, modified, adapted, published, reproduced, and used commercially worldwide by Sponsor for any purpose and in any Media whatsoever without further compensation or review; and **(d)** to the fullest extent permitted by law, I irrevocably release, discharge and hold harmless Sponsor, and any of its affiliated and subsidiary companies and/or entities, and their officers, directors, employees, assigns, contractors, representatives, promotion agencies and agents (the "Released Parties") from any and all alleged or actual claims, actions, demands, losses, liabilities, settlements (whether or not litigation is commenced), and damages (including without limitation wrongful death, bodily or personal injury and disability), costs and expenses (including reasonable attorney's fees), property damages and any other losses, penalties or fines whatsoever (collectively "Losses"), arising now or in the future out of or in any way related to participation in the Promotion, the acceptance, use or misuse of the prize and all elements thereof, by anyone including, but not limited to, Losses caused or alleged to be caused in whole or in part by (i) the negligence of one or more Released Party, (ii) any Losses threatened or brought by any third party against myself, or any third party, (ii) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other causes of action arising out of the use of the Entry and Personal Attributes. To the fullest extent permitted by law, I also covenant not to sue any Released Party or cause any Released Party to be sued regarding any matter released above, and shall not disaffirm, limit or rescind this release.

I further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Section 1542 reads as follows: CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, THAT IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I understand the Released Parties shall not be liable to me or any other person or entity for failure to supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, talent unavailability, event cancellation, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation stoppage, slow-down or interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

If any provision of this Declaration is unenforceable, it shall either be modified to the extent reasonably necessary to make the provision legal, valid and binding or the provision shall be struck, and in either case the remainder of this Declaration shall remain enforceable to the fullest extent allowed by law. No statements regarding the effect of this Declaration, not contained herein, shall modify the terms of the Declaration. In any proceeding or other attempt to enforce, construe or to determine the validity of this Declaration, the non-prevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Declaration shall not be construed for or against either party based on the source of the Declaration. As a condition of receiving the prize, I agree that any and all disputes that cannot be resolved between the parties, claims and causes of action arising, connected with or relating in whole or in part to the subject matter of this Release are governed by the laws of the United States and California without respect to conflict of law doctrines and any disputes relating thereto shall be resolved individually, without resort to any form of class action, exclusively before a neutral one person **ARBITRATION** panel located in Sacramento, CA. Further, in any such dispute, under no circumstances will I be permitted to obtain awards for and hereby waive all rights to claim punitive, special, incidental, or consequential damages, including reasonable attorneys' fees, other than my actual out-of-pocket expenses (i.e., costs associated with entering this promotion), and I further waive all rights to have damages multiplied or increased.

I have read or have had read to me each and every word of the foregoing prior to its execution and am fully familiar with its contents and agree to be bound thereto. I understand this Declaration in whole shall be binding upon myself, my successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through any of us.

*Prizes for this contest have been provided courtesy of iHeartMedia.

SIGNED:

(Signature of Participant)

Printed name: _____

Date: _____

Once you have completed the agreement form please email the completed form to **GoSafelyContest@gmail.com**