

DECLARATION OF ELIGIBILITY, RELEASE OF LIABILITY AND PUBLICITY RELEASE

Name: _____

Address: _____

Phone Number: () _____-_____

Check:

___ I am 18 years of age or older, a CA resident and am signing this Declaration by and on behalf of myself.

Promotion Name: Bike/Walk Go Safely Photo Contest
Sponsor: The California Office of Traffic Safety

I am submitting this Declaration to the Sponsor with the understanding it will be relied on to confirm my eligibility to receive the referenced Prize in the aforementioned Promotion presented by the Sponsor. I declare and represent that I have complied with all the Official Rules of the Promotion and have committed no fraud or deception in entering the Promotion or in claiming any prize*. I agree to return to the Sponsor any prize that may be awarded if any statement made herein is false, or if I do not abide by the Official Rules and any terms or conditions prescribed by the Sponsor. I agree to indemnify and hold the Sponsor and its employees, contractors, promotion agencies, agents and representatives harmless from and against all actions, suits, claims, costs, expenses, damages and any other losses arising directly or indirectly as a result of the falsity of any of the statements made by me herein. I represent that I am not an ineligible person or a current employee or member of the immediate family or household of the Sponsor.

I understand and agree that none of the Released Parties (defined below), nor their agents have arranged for or carry any insurance of any kind for my benefit relative to the acceptance, use and/or misuse of the prize or any portion of the prize. I agree I am responsible for all applicable taxes, including without limitation federal, state and local income taxes on the prize that may be awarded I understand no substitution, in whole or in part, will be allowed for the prize or any element thereof, and that the prize must be taken as a whole, is non-transferable or assignable and non-returnable, in whole or in part.

For valuable consideration, I hereby agree on behalf of myself: **(a)** that Sponsor, and its respective promotion agencies, agents and authorized third parties are hereby granted an unlimited, perpetual royalty-free license (but without obligation) to use, take, record, copy, transmit, distribute, display, modify, perform, present, publish, transform, copyright, create works and derivative works, and otherwise promote and utilize my winning Entry (“Entry”) worldwide in any media, medium or format whether now or hereafter existing (including, without limitation, print, digital, direct mail, online (including Sponsor’s and unrelated third party social media sites), mobile or wireless communications, broadcast, billboards, telecast or photograph (“Media”) for any purpose whatsoever including, without limitation, in connection with the creation, advertising, sale and/or promotion of Sponsor (“Sponsor Purpose”) and without any consideration or notice to or consent by me or any third party, **(b)** that Sponsor, and its respective promotion agencies, agents and authorized third parties are hereby granted the right to use my name, image, likeness, voice, words and/or other personal attribute(s) or other personal information (“Personal Attributes”) captured, photographed or otherwise recorded or memorialized in any manner by Sponsor, its representatives, myself or any other person in connection with the Contest and prize and all related elements thereof, in any Media for any Sponsor Purpose

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: _____

Please enter the **three word Contest Code** from the Introductory Safety Video to be eligible for the contest.

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