

RELEASE AGREEMENT MOUNTAIN DEW KICKSTART 3 V 3 TOURNAMENT (9.30.17)

WINNER/CONTESTANT NAME: _____

ADDRESS (Street, City, State, Zip Code): _____

PHONE (including area code): _____

PRIZE (include approximate value): _____

I, _____, will participate in a promotional contest called the Mountain Dew Kickstart 3 v 3 Tournament conducted by radio station WGCI (the "Station"). The contest involves my participating in a 3 on 3 basketball tournament to take place on Saturday, September 30th, 2017 (the "Contest") for a chance to win a \$5,000 Prize in the form of 3 checks (Two (2) of the checks will be for \$1,666.67 and one (1) check will be for \$1,666.66 totaling \$5,000.00 (the "Prize(s)"). In consideration for allowing me to participate in the Contest and for a chance to win a Prize, I understand and agree to the following:

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the Contest, including but not limited to the Station, iHeart Media + Entertainment, Inc., the Contest's sponsoring organizations, any operators, owners or property managers of the Contest venue, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, talent, agents, volunteers and contractors. Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all property and economic damages, diminution of value, loss or use, loss of business opportunities, loss of value, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

I represent that the above information concerning me is accurate, and that at the time of my entry in the Contest, I was _____ years of age, and that neither I nor any member of my family was or is an employee of the Station, or their respective owner, parent, subsidiaries, affiliates, or advertising, promotional or judging agencies or sponsors of the Contest.

I have read, received an explanation on any of my questions concerning, and understand the Official Rules of the Contest and I represent that I have complied fully with these rules, and that I understand that any violation of the Official Rules could result in my ineligibility to receive the Prize(s) or in the revocation of the Prize(s).

I warrant that I have no physical condition that would prevent me from participating in the Contest. I fully realize, understand and acknowledge the dangers of participating in the Contest or receiving the Prize and that no amount of care, caution or expertise can eliminate such dangers.

IN CONSIDERATION OF YOUR ALLOWING ME TO PARTICIPATE IN THE CONTEST, I EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN RELATED TO THE CONTEST OR RECEIPT OF PRIZE, OR ANY SUCH PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR LOSS ASSOCIATED IN ANY WAY WITH THE PRIZE, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

I hereby acknowledge and agree that the Prize is (are) my sole and only prize if I am a winner in the Contest.

I acknowledge and agree that the Released Parties are not acting as the manufacturer or distributor of the Prize. The Released Parties, acting as consumers, acquired the Prize for the purpose of awarding it to a winner in the Contest. I acknowledge and agree that I am responsible for any taxes and fees of any type associated with my receipt and/or use of any Prize including, without limitation, income taxes and sales and use taxes, and any expenses associated with any Prize which are not specifically provided for in the Official Rules. I authorize the Released Parties to withhold from any cash Prize any amounts required to be withheld pursuant to federal, state or local law. I understand that the value of the Prize is based on available information provided to the Released Parties, and I waive any claim I may have against the Released Parties regarding the valuation of the Prize.

With respect to any claims I may have as a result of the Prize, I covenant that I shall look solely to the manufacturer of the Prize, or others in the chain of production and distribution of the Prize, but excluding the Released Parties, their respective employees and/or affiliates. I acknowledge and agree that the Released Parties have not made any warranties with respect to the Prize.

I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, IN CONSIDERATION FOR BEING INVOLVED IN THE CONTEST AND A CHANCE TO WIN THE PRIZE, HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DISCHARGE FROM LIABILITY THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED IN ANY WAY TO THE CONTEST, AND/OR THE PRIZE, WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CAUSE OR NATURE, AND I FURTHER WAIVE ANY CLAIM THAT I MIGHT STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES WHICH I HAVE OR MAY HAVE AT ANY TIME ARISING OUT OF MY ASSOCIATION WITH, TRAVEL TO OR FROM, OR PARTICIPATION IN THE CONTEST, OR ANY OF ITS ASSOCIATED ACTIVITIES, OR IN ANY OTHER WAY RELATED TO OR RESULTING FROM THE CONTEST OR ANY PRIZE. I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT I WILL LOSE ANY RIGHT I MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE USING THE PRIZE, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE CONTEST, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF MY PARTICIPATION IN THE CONTEST, EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN.

I acknowledge and agree that the Released Parties may subsequently use for publicity and/or promotional purposes, my name, likeness, photographs, videotapes or other recordings of me participating in the Contest, without any additional consideration to me beyond allowing me to participate in the Contest for a chance to win any Prize(s).

I acknowledge and agree the release I have granted herein shall extend to and protect the agents, employees, representatives, assigns and successors in interest of the Released Parties.

I ACKNOWLEDGE AND AGREE THAT THE RELEASE I HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE PARTICIPATING IN THE CONTEST, OR USING THE PRIZE, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE CONTEST, OR USE OF THE PRIZE, WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY MY SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES, AND/OR OTHER THIRD PARTIES.

I certify I am over the age of 18 and am legally competent to sign this Release Agreement and I understand that the representations contained in this Release Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Release Agreement and I have signed this document of my own free act.

This Release Agreement and any claims associated with it, the Contest shall be construed according to Illinois law. I acknowledge and agree that the Contest, Event and/or this Release Agreement is being performed, in whole or in part, in Cook County, Illinois, and venue and jurisdiction for any claims associated in any way with this Release Agreement shall only be proper in the District Court for the County of Cook, State of Illinois.

If any provisions of this Release Agreement shall be deemed to be unenforceable and/or void, the remainder of this Release Agreement shall not be affected thereby and the remainder of this Release Agreement shall be fully enforceable.

I ACKNOWLEDGE AND AGREE THAT I: (1) HAVE RECEIVED A COPY OF THIS RELEASE FOR REVIEW AND STUDY AND HAVE HAD AMPLE TIME TO REVIEW IT BEFORE SIGNING; (2) HAVE READ THIS RELEASE CAREFULLY; (3) HAVE BEEN GIVEN A FAIR OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE; (4) UNDERSTAND ITS PROVISIONS; (5) UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY; (6) HAVE DETERMINED THAT IT IS IN MY BEST INTEREST TO ENTER INTO THIS RELEASE; (7) HAVE NOT BEEN INFLUENCED TO SIGN THIS RELEASE BY ANY STATEMENT OR REPRESENTATION BY THE RELEASED PARTIES NOT CONTAINED IN THIS RELEASE; AND (8) ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Date: _____ Signature: _____