

## PARTICIPANT AFFIDAVIT OF ELIGIBILITY – LIABILITY AND PUBLICITY RELEASE

I, \_\_\_\_\_ [INSERT NAME OF CONTESTANT], hereby agree to participate in the DAYTON'S CW STAR CONTEST FINALS ("Event") in connection with the 2012 DAYTON'S CW STAR CONTEST ("Contest") which will be held between January 19, 2012 and March 24, 2011. The Contest is sponsored by Dayton's CW (the "Station"), 4595 S. Dixie Dr. Dayton, OH 45439. I hereby acknowledge as follows:

1. I am eligible to participate in the Contest and/or Event in accordance with the Eligibility Requirements of the Official Rules of the Contest. Further, I am in excellent health and know of no reason why I cannot fully participate in the Contest and/or Event.
2. Neither I, nor any member of my immediate family or household, is an employee of the Station, or its parent, subsidiary or affiliated corporations, their advertising and promotional agencies, participating sponsors or promotional partners, or any entity involved in the development, production, implementation, administration or fulfillment of the Contest.

In consideration of the Station providing me with the opportunity to participate in the Contest and/or Event, which I acknowledge is good, valuable and sufficient consideration, I hereby agree as follows:

1. I agree to fully comply with the attached Official Rules of the Contest and/or Event (which I have reviewed) and any rules or guidelines established by the Station or its representatives regarding entry, participation or the prize(s) of this Contest, particularly (but not limited to) rules concerning safety of persons and property. I recognize that if I fail to comply with the rules or guidelines established by the Station, representatives of the Station, in their sole discretion, may disqualify me from participating in the Contest and/or Event, or terminate my participation in the Contest and/or Event, and I will waive any chance I may have had of receiving the Contest's prize(s).
2. I ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN THE EVENT, including, without limitation, the risk of death, bodily injury or property damage, or the negligence, or OMISSION, or deliberate act of another person.
3. I AGREE TO RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY, AND AGREE NOT TO SUE THE STATION, its licensee, its parent, subsidiary, and affiliated corporations, their affiliated advertising agencies, participating sponsors/promotional partners, and the officers, shareholders, directors, employees, agents and representatives of any of these companies (collectively, the "Released Parties") from any and all claims, demands, causes of action, injuries, damages, losses, costs or expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever (including, without limitation, those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of the Released Parties, including strict liability and product liability), which I or any third-parties may hereafter have against any of them arising out of or otherwise relating in any way to my participation in the Contest and/or Event, my acceptance, possession or use of any prize, or any breach or alleged breach by me of any affirmation, undertaking, or obligation of mine in this Affidavit and Release, or as a result of the promotion, sale, or use of any interview or recording, whether audio and/or video, for any purpose, including, but not limited to, any claim of copyright infringement, invasion of privacy or right to publicity.
4. I agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall extend to all claims, material or otherwise, which the person giving the release does not know of suspect to exist at the time of executing the release.
5. I agree to give the Released Parties, without additional financial or other compensation, the right to use my name, likeness, portrait, recorded voice and biographical material, in order to advertise, promote or



publicize the Station, its licensee, the Contest and/or Event, or any advertisers or co-sponsors associated with the Contest and/or Event and their products and services.

6. I understand that this Affidavit and Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Affidavit and Release is deemed invalid, the remainder will continue in full force and effect. I further understand that this Affidavit and Release is to be interpreted under the laws of the State of **Ohio**, and I submit to the jurisdiction of the courts within the State of Ohio and waive all objections to the jurisdiction or venue of such courts.

I have read the foregoing Affidavit of Eligibility/Liability and Publicity Release before affixing my signature below, and warrant that I fully understand the contents thereof, and I understand that by making this agreement I surrender valuable rights. I do so freely and voluntarily.

PRINT NAME OF CONTESTANT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, AND ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

