

AFFIDAVIT OF ELIGIBILITY AND RELEASE OF LIABILITY

NAME Sweepstakes

I, the undersigned Contestant ("CONTESTANT"), was chosen as the winner in a certain contest sponsored by **HOST BRAND LEGAL NAME** ("SPONSOR"), known as **NAME OF SWEEPSTAKES** (the "CONTEST"), and was awarded a prize ("PRIZE"). I represent that I have read, understand and agree to the Contest's official rules located at <https://www.dojomojo.ninja/landing/terms/CAMPAIGNID> (the "OFFICIAL RULES") and further represent that I satisfy all eligibility requirements and other rules set forth in the Official Rules.

In consideration for entry into the Contest, and receipt of the Prize, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

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. In connection therewith, I waive any rights under Fla. Stat. § 540.09, RCW 63.60, et seq., California Civil Code § 3344, New York CLS Civil Rights Law §§ 50-51, or any similar law of any state, U.S., or foreign jurisdiction.

2. **Assignment of Entry Materials.** I understand that any material that I submitted as part of the Contest is the sole property of Sponsor and can be used by Sponsor or its subsidiaries or affiliates for any purpose. I represent that I independently created the material I submitted to Sponsor and have secured all rights (including third party rights) necessary to convey all rights in such materials to Sponsor. I assign and convey to Sponsor all right, title and interest in and to the submitted material(s) and all copyright, trademark and other intellectual property rights in the submitted material(s). I agree to take any actions (including execution of documents) reasonably requested by Sponsor to effect, perfect or evidence the foregoing assignment.

3. **Acknowledgement of Sponsor's Disclaimers.** I agree that Sponsor, its owners, officers, agents, servants, 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"), have made no representations, warranties or guarantees, expressed or implied, in fact or in law, relating to the Contest or the Prize.

4. **Release.** I acknowledge and agree that my participation in the Contest and/or receipt or use of any Prize is done solely at my own risk. In consideration of being allowed to participate in the Contest, and as a condition precedent to accepting the Prize, 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 the Sponsor Entities, for any Claims arising out of, relating to or in any way connected with my participation in the Contest, my possession, acceptance, use/misuse of the Prize, and/or Sponsor's use/misuse of my materials, 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.

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.

5. **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, except those Claims proved to be legally caused by the sole and gross negligence of the Sponsor Entities.

