

PUBLICITY RELEASE AND LIABILITY WAIVER

STATE OF Georgia
COUNTY OF Forsyth

I, _____, am submitting this Publicity Release and Liability Waiver (this “Release and Waiver”) to [Hinton Youth Entrepreneurship Award] (“Hinton YEA”), with the understanding that it will be relied upon by Hinton YEA in connection with my participation in the Hinton Youth Entrepreneurship Award Competition (the “Competition”) and my having been awarded the Hinton Youth Entrepreneurship Award Scholarship (the “Scholarship”).

I hereby irrevocably grant to Hinton YEA and its authorized representatives, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and Competition entry submission, and without limitation, any notes, photograph, film, or video or audio tape that may be taken of me or of such materials (collectively, the “Content”), without further compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet based, electronic, magnetic, digital or optical-based media), in connection with Hinton YEA (or its designee)’s advertising, promotion, publicity, trade, competition promotions, activities, or materials.

I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, AND ANY OTHER PERSON(S) WHO MAY TAKE BY OR THROUGH ME, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS HINTON YEA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND THE RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THE FOREGOING (COLLECTIVELY, “RELEASED PARTIES”), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, OR DEFAMATION, AND ANY AND ALL TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE COMPETITION, THE SCHOLARSHIP, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.

I hereby represent and warrant that all statements made by me in this Release and Waiver are true, accurate, and complete, and I hereby agree to indemnify and hold harmless the Released Parties from and against any and all losses or damages (including attorneys’ fees) arising out of or relating to my participation in the Competition (including but not limited to receipt and use of the Scholarship) and any statements made or actions taken by me connection with the Competition. I agree to return to Hinton YEA immediately upon demand the value of the Scholarship that has been or may be awarded to me if any statement or representation made by me in this Release and Waiver is discovered to be false or misleading, and I

acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant, unencumbered, the rights and licenses granted in this Release and Waiver. I further acknowledge and agree that none of the Released Parties shall be obligated to exercise any of the rights or licenses granted under this Release and Waiver.

I acknowledge and agree that if I do not claim the Scholarship in accordance with the rules of the Competition within ninety (90) days of the Scholarship being awarded to me, I will forfeit my right to receive the Scholarship.

I understand and agree that my participation in the Competition and the award of the Scholarship to me by Hinton YEA shall not be deemed or construed as creating a partnership, joint venture, agency, fiduciary relationship or otherwise between Hinton YEA and myself or any entity affiliated with me.

I represent and affirm that this Release and Waiver does not conflict with any other commitments or obligations on my part. I agree that this Release and Waiver supersedes all prior negotiations and understandings between myself and Hinton YEA relating to the rights granted herein and no provision of this Release and Waiver can be modified by any other instrument or document unless expressly done so in a writing signed by me and Hinton YEA.

I ACKNOWLEDGE AND AGREE THAT THE COMPETITION, THIS RELEASE AND WAIVER, AND THE PARTIES' RESPECTIVE RIGHTS AND OBLIGATIONS IN CONNECTION HERewith, WILL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA, WITHOUT APPLICATION OF ITS CONFLICT OF LAWS PRINCIPLES. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS ENFORCEMENT, ARBITRABILITY OR INTERPRETATION SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN FORSYTH COUNTY, GEORGIA.

I have been given a full opportunity to review and analyze this Release and Waiver. I fully and completely understand all of the terms of this Release and Waiver and I sign it voluntarily, freely and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.

[Signature Page Follows]

Name: _____ Date: _____

Signature: _____

Address: _____

If the participant is under the age of 18, a parent or legal guardian must sign below.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver on behalf of myself and said minor.

Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____

Address: _____

