

# Eating Contest Waiver and Release of Liability

I, the undersigned, in consideration for and as a precondition to being permitted to participate to any extent in the eating contest to be held on September 28, 2024, in conjunction with the Smoky Hill Museum's 2024 Street Fair ("Contest"), hereby stipulate that I am 18 years of age or older, and I have valid photo identification to prove my age which I will furnish to the Contest organizers upon demand. I agree to abide by all Contest rules, to compete in a safe and reasonable manner, and to accept all judges' rulings.

I am voluntarily participating in the Contest and I am participating in the Contest entirely at my own risk. I acknowledge and agree that I do not have any food allergies or other health conditions that would prevent me from participating in the Contest. I understand the health and associated risks inherent in eating contests and in the consumption of large quantities of food and calories over both short and extended periods of time. I am aware of the risks associated with participating in this Contest, which may include, but are not limited to: physical or psychological injury, pain, suffering, and illness. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel to and from the Contest or from conditions at the Contest location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Contest.

I agree to cooperate and speak with media and interviewers authorized by the Contest organizers regarding the Contest and I agree to grant and release all rights on my name, likeness, image, performance and interviews before, during or after the Contest for use by the Contest organizers, their sponsors and licensees, in any and all media in perpetuity and for any and all purposes whatsoever. I also hereby waive, on behalf of myself, successors, heirs and assigns and anyone else claiming under me or on my behalf, all ownership or other property rights to my performance in the Contest and all related activities in perpetuity in all media whatsoever.

I expressly understand that entry and participation in the Contest and all related events and activities, including, without limitation, time spent in and around the area of the Contest, interviews with and possibly negative portrayals by the media, and my performance in the Contest, shall be at my own risk and I assume sole and complete responsibility and liability for all such risks.

I, on behalf of myself, my beneficiaries, heirs, personal representatives, and assigns and anyone else claiming under me, hereby completely, irrevocably and unconditionally forever release and discharge the City of Salina, Kansas, the Salina Arts and Humanities Foundation, the Friends of the Smoky Hill Museum, and their respective agents, the sponsors and vendors associated with the Contest (including but not limited to Bravo Sliders-N-Bites, The Cozy Inn, and Martinelli's Little Italy) and all of their respective agents, representatives, officers, officials, employees, and volunteers (collectively, the "Released Parties"), from any and all claims, liabilities, damages, losses, expenses, suits, demands, debts, liens, damages, costs, attorneys' fees, prejudgment or other interest, grievances, injuries, actions or rights of action of any nature whatsoever now or in the future arising in any way out of or in connection with the Contest. I further agree to indemnify the Released Parties from any claims, damages, losses, and expenses it may incur due to my participation in the Contest.

I hereby acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I fully acknowledge and understand that I do not have any right to participate in this Contest and related activities and I am being permitted to participate in consideration of my execution of this document. If it were not for my agreement to execute this document, I acknowledge that I would not be permitted to participate. I further acknowledge and agree that I understand all of the terms and conditions of this document.

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_