



Eating Contest Waiver

I, the undersigned participant in this eating contest ("Contest"), hereby stipulate that I am at least 18 years of age or 14 years of age with signed consent below from my parent or legal guardian, 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 understand the health and associated risks inherent in eating contests and in the consumption of spicy food and large quantities of food and calories over both short and extended periods of time.

I certify that I am in good health and have consulted with qualified persons in the medical profession and obtained clearance for me to participant in this Contest and similar eating contests. 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, travel to the Contest and 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 successors, heirs and assigns and anyone else claiming under me, hereby completely, irrevocably and unconditionally release and discharge all sponsors and Refuel Operating Company, LLC ("Refuel") from any and all claims, liabilities, damages, losses, expenses, suits, discrimination or other charges, 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 shall defend, indemnify and hold Refuel, affiliated companies, and/or their respective officers, directors, shareholders, members, agents and employees harmless from and against any and all demands, damages, losses, and liability claims made by myself or a a third party.

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 and that I have been afforded an opportunity to have this document reviewed by counsel of my own choosing. I also understand that I will be given a signed copy of this document if I so request.

I give permission to Refuel to use my name and likeness (still photograph, digital photograph, video, or similar) in Refuel's publicity and public relations materials. I understand that no consideration shall be paid to me in connection with any publication of my name and likeness, and any such photographs, videos, or other images shall be the property of Refuel. This permission is valid until I revoke it in writing.

My signature below certifies that I have read, understand, and agree to the paragraphs above.

Name: _____ Date: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Age: _____ Date of Birth: _____

Signature: _____ Signature of Parent or Legal Guardian (if applicable): _____