

PARTICIPANT AFFIDAVIT OF ELIGIBILITY – LIABILITY AND PUBLICITY RELEASE

I hereby agree to allow my minor child or children named below to participate in the various activities and events in connection with Kidtopia (the “Event”) which will be held on May 18, 2019 at Fair Oaks Park sponsored by KZZO, Sacramento, CA (the “Station”). I hereby acknowledge as follows:

- 1. I am the custodial parent or legal guardian of the minor child identified herein and warrant that I am 18 years of age or older.
- 2. My minor child is eligible to participate in the Event in accordance with the eligibility requirements of the Event. I warrant that my child has no, and I know of no, physical, mental or medical condition, impairment or disability that would prevent or interfere with his or her conduct of or participation in the Event.

In consideration of the Station providing the opportunity for my child to participate in the Event, which I acknowledge is good, valuable and sufficient consideration, I hereby agree as follows:

- 1. I agree to fully comply with the official rules of the Event and any rules or guidelines established by the Station or its representatives regarding participation, particularly (but not limited to) rules concerning safety of persons and property. I recognize that if I or my child fails to comply with the rules or guidelines established by the Station that their representatives, in their sole discretion, may disqualify me and my child from participating in the Event, or terminate me or my child’s participation in the Event.
- 2. I ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY CHILD’S 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, Bonneville International Corporation, a Utah Corporation their parents, subsidiaries, 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 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 Event, or any advertisers or co-sponsors associated with the 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 California, and I submit to the jurisdiction of the courts within the State of California 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.

NAME OF MINOR CHILD OR CHILDREN: _____

NAME OF PARENT/LEGAL GUARDIAN: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____ DATE: _____

TELEPHONE NUMBER: _____