

WING EATING CONTEST

WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE

First Name _____ Last Name _____

Address _____

City/ST/Zip _____

Phone Number _____ Date of Birth _____

Emergency Contact (w/phone number) _____

- ☐ By checking the box to the left, you declare, promise and represent that you are in good physical health and have no food allergies or other health condition that in light of your participation in this Wing-Eating contest would jeopardize your health and well-being.
- ☐ By checking the box to the left, you indicate that your participation is completely voluntary.

I hereby release, indemnify and hold harmless Martinsburg Development Partners, LLC, Martinsburg Mall, Johnnies, Christmas Cash for Kids and Children's Home Society of West Virginia and each of their subsidiary and affiliate companies and each of their respective managers, officers, employees, agents and assigns from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my participating in this "Burg Wing Off" Contest (the "Contest"). By participating in this activity, I accept the risks of participating in an eating contest and I assume the risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I assume all risks related to the activities. In case of an emergency, I do hereby authorize a representative of Martinsburg Development Partners, LLC (Martinsburg Mall) to consent to any medical treatment or care deemed advisable on my behalf.

I agree that photographs, pictures, slides, movies, video, or other media coverage of me maybe taken in connection with my participation in the Contest without compensation from Martinsburg Development Partners, LLC (Martinsburg Mall), Johnnies, Christmas Cash for Kids and Children's Home Society of West Virginia and the officers, directors, employees and agents thereof and consent to the use of photographs, pictures, slides, movies, videos, or other media coverage for any legal purpose.

I have read this release and hold harmless agreement and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against Martinsburg Development Partners, LLC (Martinsburg Mall), Johnnies, Christmas Cash for Kids and Children's Home Society of West Virginia and the officers, directors, employees and agents of either of them is knowingly given up in return for allowing my participation in the activity. I have read and agree to comply with the official rules of the Contest.

My signature below indicates that I have read, understand and freely signed this agreement.

Signature _____ Print Name _____

Date: _____

Please return signed and completed waiver and release form along with entry fee as soon as possible to secure your spot.

All fees can be made payable to: **Martinsburg Development Partners, LLC**

Please mail to:
Martinsburg Development Partners, LLC
c/o Martinsburg Mall Management Office
ATTN: Mall Management Office/Justin Whitman
800 Foxcroft Avenue
Martinsburg, WV 25401

All information must be completed and returned **by Friday, August 8, 2014.**