

## **Playhouse Raffle Winners**

### **Affidavit of Eligibility, Publicity Release and Liability Waiver**

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the "Agreement") must be read and signed by persons ("Winners") who are awarded a prize ("Prize") in sweepstakes and contests sponsored by Home Builders Association of Fayetteville, Inc. Home Builders Association of Fayetteville, Inc. or any of its affiliates or subsidiaries is hereinafter referred to as the "HBAF". The contest in which the undersigned has been awarded a Prize is hereinafter referred to as the "Contest". If Winner is a legal minor, Winner's parent or legal guardian must also read and sign this Agreement. The Contest Winner is referred to below as "I" or "me". In consideration of the awarding of a Prize to me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (and if I am a minor, my parent or legal guardian) hereby agree as follows:

1. I represent that I am eligible to receive the Prize awarded to me in the Contest. I acknowledge having read and understood all conditions of the Contest Rules and agree to those rules. Without limiting the foregoing, I represent that I satisfy all eligibility requirements set forth in the official Contest Rules, which I acknowledge having read and understood, and any other requirements imposed by law.

2. I give permission irrevocably and in perpetuity to HBAF and its subsidiaries and affiliates to, without additional compensation to me, use, adapt, reproduce, distribute, display and publicly perform my name, visual likeness and biographical data, in whole or in part, throughout the universe, in connection with the promotional or marketing activities of HBAF and/or its subsidiaries or affiliates.

3. I understand that any material I submitted and/or entered into the Contest is the sole property of HBAF and may be used by HBAF for any purpose. I represent that I independently created the material I submitted to HBAF. I assign and convey to HBAF all right, title and interest in and to the submitted material(s) and all copyright, trademark and other intellectual property rights in the submitted material(s), and agree to take any actions (including execution of documents) reasonably requested by HBAF to effect, perfect or evidence the foregoing assignment.

4. I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN AND/OR USE OF ANY PRIZE IS SOLELY AT MY OWN RISK. THEREFORE, I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS "), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS HBAF AND ITS AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SPONSORS AND CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE

(COLLECTIVELY, "HARM") THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE CONTEST, ANY USE BY HBAF OF MY NAME, VISUAL LIKENESS OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY PRIZE AWARDED TO ME, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS"). IF I AM A MINOR, MY PARENT OR LEGAL GUARDIAN, BY THEIR SIGNATURE BELOW, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS HBAF AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY HBAF AND ANY OTHER RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY RELEASED CLAIMS. **I SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST HBAF OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM HBAF OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.**

5. If any provision of this Agreement is found to be unreasonable or unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of HBAF or any Released Party under this Agreement.

6. This Agreement shall be governed by the laws of the State of North Carolina, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Cumberland County, North Carolina with respect to any claim or suit arising out of or in connection with this Agreement, the Contest, any delivery, misdelivery or nondelivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

7. I acknowledge and agree that my consent to the terms set forth above is a material inducement for HBAF to award a Prize to me and that HBAF would not do so in the absence of my consent as evidenced by my signature below.

8. This Agreement AND the Contest Rules constitutes the entire agreement between myself and HBAF with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between myself and HBAF or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by HBAF specifically referencing this Agreement.

**THIS IS A LIABILITY RELEASE.  
PLEASE READ CAREFULLY BEFORE SIGNING.**

The signature of the parent/legal guardian operates as an acceptance of the terms and conditions of this document on behalf of a minor child and for themselves.

**WINNER**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home telephone number  
\_\_\_\_\_

**Parent/Legal Guardian (If Winner is a minor):**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home telephone number  
\_\_\_\_\_