

# Fourth of July Feeding Frenzy

## Eating Competition Waiver and Release of Liability

1. I acknowledge and agree that I am at least 18-years old.
2. I acknowledge that participating in an eating contest carries with it the potential for serious injury and/or death. The risks include, but are not limited to, those caused by facilities, food, equipment, actions of other people including, but not limited to participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event.
3. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that a qualified medical person has not advised me against participation in this event. I acknowledge that this accident waiver and release of liability form will be used by the event holder, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follow:
  - a. Waiver, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me from this event, Carmichael Communications, The City of Kenosha, Kenosha County its officers and members, the FOLLOWING ENTITIES OR PERSONS: Their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers, and event officials.
  - b. Indemnify and hold harmless the entities or persons mentioned in the paragraph from any and all liabilities or claims made by other individuals or entities as a result of any actions during this event.
4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the event.
5. I understand that at this event or related activities that I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns.
6. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law.
7. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

### 8. GROUNDS FOR DISQUALIFICATION INCLUDE:

- a. False or incomplete entry form or liability waiver
  - b. Any health risks that could jeopardize the contestant's health or wellbeing
  - c. Contestant under the influence of any substance
  - d. Appearance is deemed inappropriate or unattractive
  - e. Starting prior to starting signal
  - f. Continuing to eat after the ending signal
  - g. Throwing up, regurgitating or reversal
  - i. Vomiting, also known as reversal includes obvious signs of vomiting as well as any small amounts of food that fall from the mouth & deemed by judges to have come from the stomach. Small amounts of food already in the mouth prior to swallowing are excluded from this rule.
9. I understand that Carmichael Communications has sole and complete discretion regarding all contest related matters. All decisions regarding qualifications, selection or disqualification of a contestant/s or winner/s shall be subject to the sole and complete discretion of Black Sheep Lodge. You can be disqualified for any reason at any time.

**10. I HAVE READ THE ABOVE WAIVER AND RELEASE , FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.**

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

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

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