

Southern Classic[®] BBQ Competition

Release and Waiver of Liability

This Form **MUST BE** signed and returned with your Registration Form and entry fee.
If you are competing on a team, **ALL TEAM MEMBERS** must complete and sign this Form.

This Release and Waiver of Liability (this “Release”) pertains to the Farmview Market Southern Classic[®] BBQ Competition (the “Competition”) being held by Farmview Market, LLC (the “Competition Organizer”), on Saturday, August 24, 2019, at Farmview Market, located at 2610 Eatonton Road, Madison, Georgia.

I, the undersigned participant in the Competition, am voluntarily participating in the Competition and all related events and activities, including, without limitation, interviews with the media. I acknowledge that I have read and fully understand the Southern Classic[®] BBQ Competition Rules and hereby agree to abide by all rules and regulations set forth or established by the Competition Organizer, to compete in a safe and reasonable manner, and to accept all judges’ rulings. I also acknowledge that the Competition Organizer has the authority to make decisions regarding my continued participation in the Competition if it determines, in its sole discretion, that my continued participation, for whatever reason, poses an immediate risk of harm to me or to others.

I understand, appreciate, and acknowledge the risks inherent in a barbecuing competition, including but not limited to property damage, bodily injury, and death. Nevertheless, I freely assume sole and complete responsibility and liability for all such risks associated with the Competition and accept personal responsibility for all expenses, medical or otherwise, following such injury, disability, or death.

I, on behalf of myself, my successors, heirs and assigns and anyone else claiming under me, hereby completely, irrevocably and unconditionally release and discharge the Competition Organizer, and its sole member Kelly Products, Inc., and their respective employees and agents from any and all claims, liabilities, injuries, damages, losses, expenses, costs, attorneys’ fees, 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 Competition. I also agree to give up any rights I may otherwise have to sue or otherwise bring claims against the Competition Organizer, Kelly Products, Inc., and their respective employees and agents for such harms, provided those harms are not caused by the bad faith, gross negligence or willful misconduct of the Competition Organizer, Kelly Products, Inc., and/or their employees and/or agents. Moreover, I further agree to indemnify and hold harmless all of the foregoing from any and all claims, liabilities, injuries, damages, losses, expenses, costs, attorneys’ fees, actions or rights of action of any nature whatsoever which may be made by third parties arising from my participation in the foregoing Competition.

I agree to cooperate and speak with media and interviewers authorized by the Competition Organizer regarding the Competition, and I agree to grant and release, without any compensation, all rights on my name and team name, if applicable, likeness, image, performance and interviews before, during, and after the Competition for use by the Competition Organizer and its licensees, in any and all media in perpetuity and for any and all purposes whatsoever, including but not limited to advertising the event and announcing the winners thereof. 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 Competition and all related activities in perpetuity in all media whatsoever.

I fully acknowledge and understand that I do not have any right to participate in this Competition and related activities and I am being permitted to participate in consideration of my execution of this Release. If it were not for my agreement to execute this Release, I acknowledge that I would not be permitted to participate in the Competition.

I HAVE READ THE ABOVE RELEASE, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, 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 AND AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

This Waiver shall remain valid and may not be unilaterally rescinded by the participant. This form is to be signed by the participant, or if the participant is less than eighteen (18) years of age, to be signed by the participant's parent or legally-responsible guardian.

Participant's Information:

Participant's Name: _____ Date: _____

Address: _____

City/State/Zip: _____

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

If the Participant is Eighteen (18) Years of Age or Older:

Signature of Participant: _____

If the Participant is Under Eighteen (18) Years of Age:

I, _____ [Parent or Legal Guardian's Name] certify that I am the parent or legal guardian of _____ [Participant's Name] and that he/she has my express permission to participate in the Competition. I have read the forgoing Release, and I understand those provisions. Further, in consideration of _____ [Participant's Name] being able to participate in the Competition, I accept and agree to be bound by, on my own behalf and on behalf of _____ [Participant's Name], the terms and conditions set forth in this Release. I am signing this document freely.

Parent/Guardian Signature: _____ Date: _____

Person to Notify in Case of Emergency:

Name: _____

Relationship: _____

Contact Phone No.: _____

Alternative Contact Phone No.: _____

Please Submit Completed Applications to:

By Mail: 14481 Lochridge Blvd.
Covington, GA 30014
Attn: O'Keyla Smith

Make checks payable to Farmview Market

By Email: okeyla@kellyreg.com

For Questions, please call 770-385-1187, ext. 282