

Man vs. Meat Contest Waiver

This Waiver pertains to a competitive eating contest (the “**Contest**”) being held by Farmview Market, LLC (the “**Contest Organizer**”) on June 15, 2019, at Farmview Market, located at 2610 Eatonton Highway, Madison Georgia. The Contest is being sponsored by Kelly’s Rock House Farm, LLC (the “**Contest Sponsor**”). The Contest involves the following: Each contestant will be given one and a half (1.5) pounds of Top Sirloin Steak (fully cooked). Contestants will wait for the signal to start and will have no more than five (5) minutes to consume the food. Water will be provided to each contestant during the Contest. The winner of the Contest will be the person who either (a) finishes his or her food first; or, (b) eats the most food during the allocated time. In case of a tie, a judge will be called upon for a final decision, and his or her decision will be final.

I, the undersigned participant in the Contest, am voluntarily participating in the Contest and all related events and activities, including, without limitation, time spent in and around the area of the Contest and interviews with and possibly negative portrayals by the media. I hereby stipulate that I am eighteen (18) years of age or older and I have valid photo identification to prove my age which I will furnish to the Contest Organizer upon demand. Further, I hereby certify that I am in good health and have consulted with qualified persons in the medical profession and obtained clearance for me to participate in this Contest. I agree to abide by all Contest rules, to compete in a safe and reasonable manner, and to accept all judges’ rulings.

I acknowledge that visible signs of sickness will result in my disqualification from the Contest. I also acknowledge that the Contest Organizer has the authority to make decisions regarding my continued participation in the Contest 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 the health and associated risks inherent in competitive eating contests and in the consumption of large quantities of food and calories over a short period of time, including but not limited to, food allergies, choking, vomiting, feeling nauseous or dizzy, other personal injury and death. Nevertheless, I freely assume sole and complete responsibility and liability for all such risks associated with the Contest 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 Contest Organizer and its sole member Kelly Products, Inc.; the Contest Sponsor and its sole member J. Keith Kelly; and, their respective officers, directors, shareholders, employees, agents and affiliates, (all of the foregoing, collectively, the “**Indemnified Parties**”), 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 Contest. I also agree to give up any rights I may otherwise have to sue or otherwise bring claims against the Indemnified Parties for such harms, provided those harms are not caused by the bad faith, gross negligence or willful misconduct of the Indemnified Parties.

I agree to cooperate and speak with media and interviewers authorized by the Contest Organizer and/or Contest Sponsor regarding the Contest, and I agree to grant and release, without any compensation, all rights on my name, likeness, image, performance and interviews before, during, and after the Contest for use by the Contest Organizer, the Contest Sponsor, and their licensees, in any and all media in perpetuity and for any and all purposes whatsoever. 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 Contest 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 Contest and related activities and I am being permitted to participate in consideration of my execution of this Waiver. If it were not for my agreement to execute this Waiver, I acknowledge that I would not be permitted to participate in the Contest.

I HAVE READ THE ABOVE WAIVER, 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 WAIVER IS HELD INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I further understand that I may request a signed copy of this Waiver from the Contest Organizer; however, such request must be made prior to June 15, 2019.

Name: _____ Date: _____

Address: _____

City/State/Zip: _____

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

Signature of Participant: _____

Person to Notify in Case of Emergency:

Name: _____

Relationship: _____

Contact Phone No.: _____

Alternative Contact Phone No.: _____