

**2013 Greater Palm Springs Stagecoach Festival Promotion
Greater Palm Springs Convention & Visitors Bureau
AFFIDAVIT OF ELIGIBILITY, RELEASE AND WAIVER OF LIABILITY,
& PUBLICITY RELEASE**

Winner's Name: _____
Home Address: _____

In accordance with the Official Rules, in order to receive a prize from the 2013 Greater Palm Springs Stagecoach Festival Promotion, you, the Winner, must read and sign this Affidavit of Eligibility, Release and Waiver of Liability, and Publicity Release ("Agreement"), and return it to the Greater Palm Springs Convention & Visitors Bureau ("CVB").

1. **Voluntary Participation.** I, the undersigned, acknowledge that I have voluntarily entered, and won, the 2013 Greater Palm Springs Stagecoach Festival Promotion (the "Contest"), the prize ("Prize") being two (2) tickets to the Stagecoach Festival ("Festival"), three (3) nights' accommodations and transportation to the event venue, as more particularly described in the attached Official Rules, which are incorporated by reference herein. I further acknowledge that my acceptance of said Prize is voluntary, and I acknowledge there are some risks associated with my acceptance of the Prize and attendance at the Festival, such as personal or bodily injury. I understand that my acceptance of the Prize is solely at my own risk.

2. **Eligibility.** I represent that I am eligible to receive the Prize awarded to me in the Contest. I represent that I satisfy all eligibility requirements set forth in the Official Rules, and will comply with all terms, conditions, and rules as set forth in those Official Rules.

3. **Hold Harmless & Release.** In consideration for the opportunity afforded to me to participate in this Contest, and accept the Prize, I hold harmless the CVB and its officers, agents or employees, and any property owners participating in the Contest, for injury, damage or death resulting directly or indirectly from the negligent or willful acts or omissions caused or arising from my personal participation in the Contest or attendance at the Festival, including any injury, damage, or death arising from transportation to or from the Festival. I further waive any right I or my heirs might otherwise have, including any and all claims, judgments, costs, damages, losses, or liabilities against the CVB or its officers, agents or employees, or property owners participating in the Contest, with respect to any injury, damage, or death to persons or property which may occur directly or indirectly as a result of my acceptance of the Prize or attendance at the Festival.

4. **Indemnity.** I specifically agree to fully indemnify, defend, and hold CVB harmless against any and all losses, claims, judgments, costs, damages, or liabilities arising from or related to my attendance and my guest's attendance at the Festival, including any claims, judgments, costs, damages, losses or damages my guest may incur as a result of attendance at the Festival.

5. **Civil Code Section 1542 Waiver.** I also hereby expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code which reads as follows:

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“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Notwithstanding the provisions of Section 1542, and to implement a full and complete release as set forth, I acknowledge this waiver will be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind known or unknown, or suspected or unsuspected.

I further represent and warrant that I have read this Agreement, including this waiver provision, and, prior to executing this Agreement, I have had an opportunity to consult an attorney about this Agreement and specifically about this waiver provision.

6. **Publicity Release.** Without additional compensation to me, I give permission irrevocably and in perpetuity to the CVB to use, adapt, edit, reproduce, distribute, display, broadcast, and publicly display my name, photograph and/or likeness (including, without limitation aural and visual likeness of me), hometown, Prize information and biographical data, without limitation, in whole or in part, throughout the world in any manner or medium now existing or later developed in connection with the Contest and any other promotional marketing or advertising activities of the CVB.

7. **Severability and Enforceability.** If any provision of this Agreement is deemed unenforceable under applicable law, then the remainder of the Agreement shall be fully enforced without regard to such unenforceable provision. This Agreement shall be governed by the laws of California, and I irrevocably consent to the exclusive jurisdiction and of the federal and State courts therein with respect to any claim or suit arising from or in connection with this Agreement, Contest, or my acceptance of or use of the Prize.

Signature

Date

Print Name