

## **AFFIDAVIT AND RELEASE**

I, \_\_\_\_\_, hereby warrant, represent and certify to The Gwinnett Chamber of Commerce ("**Contest Agent**"), as follows:

1. I submit this Affidavit and Release to Sponsor and Contest Agent with the understanding that it will be relied upon to determine whether I am a qualified participant in the Amazing Entrepreneur Contest (the "**Contest**"), and confirm that I am aware of my responsibilities as a Contest participant. In the event that any of the representations herein are determined to be inaccurate, I understand that I will be ineligible to participate in the Contest and that Sponsor and/or Contest Agent reserve their rights to pursue any other remedy to which they may be entitled by law or in equity. **I am at least 18 years of age on the date I give this Affidavit, as evidenced by the photocopy of a valid ID (current United States passport or driver's license with clear photograph), which I have attached hereto, and am a lawful resident of the United States. My personal information set out below is accurate and correct.**

2. I hereby represent that I have read, understood and complied with, and will continue to comply with the Official Rules of the Contest (a copy of which is attached), and that I have perpetrated no fraud or deception in entering the Contest.

3. I represent that neither I nor any member of my immediate family or anyone living in my household is an employee of Sponsor or Contest Agent, or any of their respective parents, subsidiaries, or affiliates, or has been hired as an independent contractor by any such party for any purpose, including, without limitation, the development or fulfillment of the Contest. For purposes of this Affidavit, the term "immediate family" means spouse, child, sibling, parent, or grandparent.

4. I hereby grant Sponsor and Contest Agent, except where prohibited by law, a perpetual, worldwide, unrestricted and gratis license to use my name, voice, photograph, likeness, biographical, and any content and materials that I submit in connection with the Contest, by any and all means, devices, processes and technology, and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional and/or other purposes related to the Contest without notice to me and without further compensation. I hereby acknowledge and agree that I reserve no rights with respect to such uses and that any and all of the rights granted to Sponsor and Contest Agent are freely assignable by Sponsor and Contest Agent.

5. For good and valuable consideration, including participation in the Contest, which is hereby acknowledged, I hereby release and forever discharge Sponsor and Contest Agent, and their respective parents, subsidiaries, affiliates, directors, distributors, advertising and promotion agencies, employees and agents (collectively, the "**Released Parties**"), from and against any and all causes of action, rights, claims or demands of any kind, whether in tort or in contract, express or implied, known or unknown, which I have or may have against them, for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with, or otherwise arising directly or indirectly from, claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy, violation of the right of publicity, infringement of copyright or violation of any other right arising out of or relating to any of the rights granted herein to Sponsor. This affidavit and release shall be governed by, construed and enforced in accordance with the laws of the State of Georgia and any actions relating to the subject matter hereof shall be brought in the state or federal courts of the State of Georgia.

6. I agree that I will indemnify and hold harmless the Released Parties from and against all claims, liabilities, losses or damages (including but not limited to court costs and attorney's fees) arising out of, connected with, or as a result of my breach of this Affidavit and Release.

7. Any waiver of any term of this Affidavit and Release in a particular instance will not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Affidavit and Release will in no way affect the validity or enforceability of any other part thereof. All remedies, rights, undertakings, obligations, and agreements contained herein will be in addition to and will not limit any other remedy, right, undertaking, obligation, or agreement of either party.

**I have been given ample opportunity to read, and have carefully read, this entire Affidavit and Release. I fully understand its contents. I understand that I am bound by each and every term of it.**

