

All in a Day's Drive
RELEASE AGREEMENT

WINNER/CONTESTANT

NAME: _____

ADDRESS (Street, City, State, Zip Code): _____

PHONE (including area code): _____

SOCIAL SECURITY #: _____

PRIZE RECEIVED /VALUE: One (1) Gas Card valued at \$100.

I, _____, have won a weekly promotional contest called the All in a Day's Drive (the "Contest") conducted by television station Eugene's CW and KMTR NewsSource 16 (the "Station"). The prize in this contest is One (1) Gas Card valued at \$100 (the "Prize"). In consideration for your awarding me the Prize, I understand and agree to the following:

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the Contest, including but not limited to the Station, the Contest's sponsoring organizations, Newport Television, LLC, their respective subsidiaries, affiliates, officers, directors and employees, volunteers at the event, and individual property owners. Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

I represent that the above information concerning me is accurate, and that at the time of my entry in the Contest, I was _____ years of age, and that neither I nor any member of my family was or is an employee of the Station, its owner, parent, subsidiaries, affiliates, or advertising, promotional or judging agencies or sponsors of the Contest.

I have read, received an explanation on any of my questions concerning, and understand the Official Rules of the Contest and I represent that I have complied fully with these rules, and that I understand that any violation of the Official Rules could result in my ineligibility to receive the Prize or in the revocation of the Prize.

I warrant that I am in good health and have no physical condition that would prevent me from participating in or receiving the Prize. I fully realize, understand and acknowledge the dangers of participating in or receiving the Prize which involves a Gas Card and that no amount of care, caution or expertise can eliminate such dangers.

IN CONSIDERATION OF YOUR ALLOWING ME TO PARTICIPATE IN THE CONTEST, I EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN RELATED TO THE PRIZE, OR ANY SUCH PERSONAL INJURY, DEATH, OR LOSS ASSOCIATED IN ANY WAY WITH THE PRIZE, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BE THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

I hereby acknowledge and agree that the Prize is my sole and only prize as a winner in the Contest.

I acknowledge and agree that the Released Parties are not acting as the manufacturer or distributor of the Prize. The Released Parties, acting as consumers, acquired the Prize for the purpose of awarding it to a winner in the Contest. I acknowledge and agree that I am responsible for any taxes and fees of any type associated with my receipt and/or use of any Prize including, without limitation, income taxes and sales and use taxes, and any expenses associated with any Prize which are not specifically provided for in the Official Rules. I authorize the Released Parties to withhold from any cash Prize any amounts required to be withheld pursuant to federal, state or local law. I understand that the value of the Prize is based on available information provided to the Released Parties, and I waive any claim I may have against the Released Parties regarding the valuation of the Prize.

With respect to any claims I may have as a result of the Prize, I covenant that I shall look solely to the provider of the Prize, or others in the chain of production and distribution of the Prize, but excluding the Released Parties, their respective employees and/or affiliates. I acknowledge and agree that the Released Parties have not made any warranties with respect to the Prize.

I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, IN CONSIDERATION FOR BEING INVOLVED IN THE CONTEST AND FOR RECEIVING THE PRIZE, HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DISCHARGE FROM LIABILITY THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED IN ANY WAY TO THE CONTEST AN/OR THE PRIZE, WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CAUSE OR NATURE, AND I FURTHER WAIVE ANY CLAIM THAT I MIGHT STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES WHICH I HAVE OR MAY HAVE AT ANY TIME ARISING OUT OF MY ASSOCIATION WITH, TRAVEL TO OR FROM, OR PARTICIPATION IN THE CONTEST OR ANY OF ITS ASSOCIATED ACTIVITIES, OR IN ANY OTHER WAY RELATED TO OR RESULTING FROM THE CONTEST OR ANY PRIZE. I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT I WILL LOSE ANY RIGHT I MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE USING THE PRIZE, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE CONTEST, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF MY PARTICIPATION IN THE CONTEST, EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN.

I acknowledge and agree that the Released Parties may subsequently use for publicity and/or promotional purposes, my name, likeness, photographs, videotapes or other recordings of me participating in the Contest, without any additional consideration to me beyond allowing me to participate in the Contest.

I consent to and permit emergency treatment, medical or otherwise, in the event of injury or illness to myself. I further release all persons associated in any manner with the Prize from any claim whatsoever on account of first aid, treatment or services rendered me during my participation in or receipt of the Prize.

I acknowledge and agree the release I have granted herein shall extend to and protect the agents, employees, representatives, assigns and successors in interest of the Released Parties.

I ACKNOWLEDGE AND AGREE THAT THE RELEASE I HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE PARTICIPATING IN THE CONTEST OR USING THE PRIZE, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE CONTEST OR USE OF THE PRIZE, WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY MY SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES, AND/OR OTHER THIRD PARTIES.

I certify I am over the age of 18 and am legally competent to sign this Release Agreement and I understand that the representations contained in this Release Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Release Agreement and I have signed this document of my own free act.

This Release Agreement and any claims associated with it or the Contest shall be construed according to Oregon law. I acknowledge and agree that the Contest and/or this Release Agreement is being performed, in whole or in part, in Lane County, Oregon, and venue and jurisdiction for any claims associated in any way with this Release Agreement shall only be proper in the District Court for the County of Lane, State of Oregon.

If any provisions of this Release Agreement shall be deemed to be unenforceable and/or void, the remainder of this Release Agreement shall not be affected thereby and the remainder of this Release Agreement shall be fully enforceable.

I ACKNOWLEDGE AND AGREE THAT I: (1) HAVE RECEIVED A COPY OF THIS RELEASE FOR REVIEW AND STUDY AND HAVE HAD AMPLE TIME TO REVIEW IT BEFORE SIGNING; (2) HAVE READ THIS RELEASE CAREFULLY; (3) HAVE BEEN GIVEN A FAIR OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE; (4) UNDERSTAND ITS PROVISIONS; (5) UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY; (6) HAVE DETERMINED THAT IT IS IN MY BEST INTEREST TO ENTER INTO THIS RELEASE; (7) HAVE NOT BEEN INFLUENCED TO SIGN THIS RELEASE BY ANY STATEMENT OR REPRESENTATION BY THE RELEASED PARTIES NOT CONTAINED IN THIS RELEASE; AND (8) ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Date: _____

Signature: _____