



Taste of Tobacco Road

A CULINARY JOURNEY ALONG THE FAMOUS NINE MILES

From the Junior League of Durham and Orange Counties

Taste Cook-off

Presented by the Junior League of Durham and Orange Counties

Participant Agreement and Release

By purchasing tickets for and participating in the Taste of Tobacco Road Cookbook Cook-off (“Cook-off”) offered by the Junior League of Durham and Orange Counties (the “Company”) and hosted by Barrel Culture (the “Venue”), I, the undersigned (hereinafter referred to in the first person I or me) agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights (“Agreement”) :

1. **Voluntary Participation.** I understand and confirm that my participation in the Cook-off is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Cook-off.
2. **Comprehension of Risk.** I fully comprehend and accept all of the risks associated with my participation in the Cook-off including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. I understand that the Cook-off takes place in a public space under conditions largely beyond the Company’s and Venue’s control.
3. **Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Cook-off. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Cook-off.
4. **Release of Liability; Limitation of Damages.** I hereby forever and unconditionally release the Company, the Venue and the Company and the Venue’s affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively “Released Entities”), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney’s fees) for death, injury, loss, or damage of property, (collectively “Claims”) in any way arising out of my participation in the Cook-off, including, without limitation, any and all Claims resulting from the negligence of the Released Entities.
5. **Indemnification.** I agree to defend, hold harmless, and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Cook-off.

6. Binding Effect. This Agreement shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of the Company and Venue, its successors and assigns.

7. Consent to Medical Treatment. I authorize Company or Venue to contact emergency medical services should I need and for the EMS dispatcher and first responders to make all decisions there after. This consent does not, and shall not be construed to impose a duty upon the Company or Venue to provide such assistance, transportation, or service.

8. Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Agreement will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

9. Promotional Release. I hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, voice, professional and personal biographical information, and other personal characteristics and all materials created by or on behalf of Company that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to, public relations, publicity, packaging, and promotion of Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement.

Company shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Company my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company, and that Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or Company's presentation of me. Any credit or other

acknowledgment of me, if any, shall be determined by Company in Company's sole discretion. Company has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**IP Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of Company or any other person, covenant not to make or bring any such IP Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such IP Claims. I understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

I represent and warrant to Company that I am at least eighteen (18) years of age, and I have full right, power, and authority to enter into this Agreement and grant the rights hereunder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with this Agreement, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all IP Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

THIS IS A WAIVER AND RELEASE OF LIABILITY. BY PURCHASING A TICKET FOR AND PARTICIPATING IN THE COOK-OFF, I REPRESENT THAT I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS. BY CONTINUING TO PARTICIPATE IN THE COOK-OFF, I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY.