

AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

STATE OF TEXAS §
 §
COUNTY OF _____ §

I, _____, being duly sworn, say that I am eighteen years of age or older. I reside at _____ (home address), Texas, _____ (zip code). My daytime telephone number is (____) _____, and my evening telephone number is (____) _____.

I am submitting this Affidavit of Eligibility and Liability/Publicity Release (“Affidavit/Release”) to the City of Sugar Land (“City”), with the understanding that it will be relied upon by the City in connection with my having been awarded, subject to eligibility, a prize in the City’s 60th Anniversary “What I LOVE About Sugar Land” video compilation contest (the “Contest”), as such prize is described in the Contest’s Official Rules (attached hereto).

1. I hereby represent and affirm that I have read, have complied with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Official Rules; that all of the information I have provided and will provide to the City has been and will be true, accurate, and complete; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest; and that I have not sought to influence the outcome of the Contest other than by participating in the Contest as expressly permitted in the Official Rules. I further represent that I am neither an officer, employee or agent of the City nor the immediate family member (spouse, mother, father, sister, brother, daughter, or son) or member of the same household (whether related or not) of any such officer, employee or agent, and that I have not participated in the Contest on behalf of any such officer, employee or agent.

Commented [SS1]: This can be removed if it is a City employee who has been selected for, or assisted with a video selected for, inclusion in the compilation video, only.

2. I understand that the City or its agents may be required to advise the United States Internal Revenue Service of the value of the prize awarded to me, if any, in the form of a Form 1099, and, in connection therewith, if requested I agree that I will provide the City with a completed Form W-9 concerning the prize.

3. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, AND ANY OTHER PERSON(S) WHO MAY TAKE BY OR THROUGH ME, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE CITY AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS (COLLECTIVELY, “RELEASED PARTIES”), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, “MORAL RIGHTS,” OR DEFAMATION, AND ANY AND ALL ANY TAXES LEVIED, ASSESSED OR

COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE CONTEST, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH. I HAVE BEEN GIVEN A FULL OPPORTUNITY TO REVIEW AND ANALYZE THIS AFFIDAVIT/RELEASE AS WELL AS THE OFFICIAL RULES FOR THIS CONTEST. I FULLY AND COMPLETELY UNDERSTAND ALL OF THE TERMS OF THIS AFFIDAVIT/RELEASE AND SIGN IT VOLUNTARILY, FREELY, AND KNOWINGLY. I ACKNOWLEDGE AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS AND RIGHTS OF THE UNDERSIGNED AGAINST THE RELEASED PARTIES, AND THAT NO ACTION WILL BE TAKEN BY OR ON BEHALF OF THE UNDERSIGNED WITH RESPECT TO ANY SUCH CLAIMS OR RIGHTS, IT BEING UNDERSTOOD THAT THIS RELEASE SHALL BE BINDING UPON MY HEIRS, EXECUTORS, AND ADMINISTRATORS, AND ANYONE CLAIMING BY OR THROUGH ME.

4. I hereby irrevocably grant to the City, and those acting with their authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, Contest entry, and any writing, photo, video, or other work submitted as part of the Contest entry, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me or of such materials (the foregoing, collectively, the "Content"), without compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any City (or its designee's) advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities, or materials.

5. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant, unencumbered, the rights and licenses granted in the above Section 4 of this Affidavit/Release. I further acknowledge and agree that the City shall not be obligated to exercise any of the rights or licenses granted under Section 4 of this Affidavit/Release.

6. I acknowledge and agree that the Contest, this Affidavit/Release, and the parties' respective rights and obligations in connection herewith, will be governed and construed under the laws of the State of Texas, without application of its conflict of laws principles. If either party disputes any matter relating to this Affidavit/Release, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

7. I HEREBY REPRESENT AND WARRANT THAT ALL STATEMENTS MADE BY ME IN THIS AFFIDAVIT/RELEASE ARE TRUE, ACCURATE, AND COMPLETE, AND

I HEREBY INDEMNIFY THE RELEASED PARTIES, AS DEFINED IN THE ABOVE SECTION 3, FROM AND AGAINST ANY AND ALL LOSSES OR DAMAGES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO ANY STATEMENTS OR REPRESENTATIONS MADE BY ME IN THIS AFFIDAVIT/RELEASE OR OTHERWISE IN CONNECTION WITH THE CONTEST. I AGREE TO RETURN TO THE CITY IMMEDIATELY UPON DEMAND THE VALUE OF THE PRIZE, IF ANY, THAT HAS BEEN OR MAY BE AWARDED TO ME IF ANY STATEMENT OR REPRESENTATION MADE BY ME IN THIS AFFIDAVIT IS DISCOVERED OR BELIEVED TO BE FALSE OR MISLEADING, AND I ACKNOWLEDGE AND AGREE THAT ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES MAY BE PURSUED AGAINST ME IN CONNECTION THEREWITH.

8. I represent and affirm that this Affidavit/Release does not conflict with any other commitments or obligations on my part. I agree that this Affidavit/Release supersedes all prior negotiations and understandings between myself and the City relating to the rights granted herein and no provision of this Affidavit/Release can be modified by any other instrument or document unless in writing and signed by me and the City.

I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly.

Printed Name: _____
Signature: _____
Date: _____

STATE OF TEXAS §
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COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by
_____.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:
