



1764 Marsh Brook Road, Rochester, VT 05767

## AFFIDAVIT OF ELIGIBILITY AND LIABILITY

I, \_\_\_\_\_, hereby represent and warrant that I am a legal resident of either [Initial One]:

\_\_\_\_\_ One of the fifty United States of America and the District of Columbia.

\_\_\_\_\_ Canada

My address is: \_\_\_\_\_ and my home telephone number is (\_\_\_\_\_) \_\_\_\_\_. I am submitting this Affidavit of Eligibility and Liability to When Words Count Press, LLC and When Words Count Retreat ("Sponsors"), with the understanding that it will be relied upon by Sponsors in connection with my having been awarded, subject to eligibility, either 1 (one) Grand Prize; 2 (two) Second-Place Prizes or 50 (fifty) Third-Place Prizes in the *When Words Count Retreat's First Anniversary Sweepstakes* (the Sweepstakes), as such Prize is described in the Sweepstakes' Official Rules (available for review/download at the Sponsor's website ( <http://whenwordscountretreat.com/first-anniversary-sweepstakes/> ) subject to change as therein provided.

1 I acknowledge that: I have read and complied with all the rules, regulations, terms and conditions set forth in the Official Rules; that I have not perpetrated, and will not perpetrate, any fraud or deception in connection with the Sweepstakes; and that I have not sought to influence the outcome of the Sweepstakes other than by participating, as expressly permitted in the Official Rules.

2 I represent that I am not an employee or agent of any of the Sponsors, their agents or employees. I also affirm that I am not the immediate family member (spouse, parent, sibling or child) or member of the same household (whether related or not) of any such employee or agent.

3 I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE SPONSORS AND ALL OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AND ADVISORS (COLLECTIVELY, RELEASED PARTIES.), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER, AT LAW OR IN EQUITY 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 TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE SWEEPSTAKES, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.



1764 Marsh Brook Road, Rochester, VT 05767

4 I further understand and agree that all rights under Section 1542 of the Civil Code of California (Section 1542) or any similar law of any state or territory of the United States, or of my official country of residence, that I may have with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that: 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.

5 I have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotions in the Official Rules for this Sweepstakes. 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 to act by or through me.

6 I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant to Sponsor the full and unrestricted enjoyment of the rights and licenses granted in Section 5 of this Affidavit/Release. I further acknowledge and agree that no Sweepstakes Entity or third party shall be obligated to exercise any of the rights or licenses granted under Section 5 of this Affidavit/Release.

7 I acknowledge and agree that the Contest, this Affidavit/Release will be governed and construed under the laws of the State of Vermont, USA without application of its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be submitted to final and binding arbitration, to be held in Rochester, Vermont, before a single arbitrator, pursuant to the Commercial Dispute Rules of the American Arbitration Association. The arbitrator shall be an attorney with at least ten (10) years' experience in commercial law. Any court of competent jurisdiction may enter judgment based on the award of the arbitrator. Nothing in this paragraph shall affect Sponsors' ability to seek from a court injunctive or equitable relief at any time.

8 I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released Parties 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 or otherwise in connection with the Sweepstakes. I agree to return immediately upon demand to Sponsors the value of the Prize 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.



1764 Marsh Brook Road, Rochester, VT 05767

9 I (my parent/legal guardian if I am from a State/Province that deems me to be a minor) have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotions in the Official Rules for this Sweepstakes. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. [IF THIS PARAGRAPH APPLIES TO YOU, ALL PARTIES (YOU AND YOUR PARENT/LEGAL GUARDIAN) MUST PRINT THIS DOCUMENT, SIGN IT, SCAN (OR COPY IT) AND RETURN IT TO THE SPONSOR EITHER BY EMAIL OR BY TRADITIONAL MAIL SERVICE.]

Accepted by:

User Name \_\_\_\_\_

User Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of parent or legal guardian, if above signatory is under legal age:

\_\_\_\_\_

Parent or legal guardian, if above signatory is under legal age (PRINT NAME):

\_\_\_\_\_