

THE JALAPEÑO TREE®
25 YEARS OF CRAZY GOOD GIVE-A-WAY PART TWO
PRIZE WINNER AFFIDAVIT OF ELIGIBILITY
AND LIABILITY / PUBLICITY RELEASE

Date: _____

Name: _____

Address: _____

I, _____ (“I” or “Winner”), being duly sworn, depose and say:

I give this Affidavit of Eligibility and Liability/Publicity Release (“Affidavit”) to Jalapeno Tree Holdings, LLC (“Sponsor”) with the full understanding that this Affidavit signed by me must be completed, signed, notarized and returned within two business days of the above date as a condition to my being entitled to receive the Prize in the 25 YEARS OF CRAZY GOOD GIVE-A-WAY PART TWO (“Contest”).

I hereby state that I have complied fully with all of the official rules (“Official Rules”) of the Contest, attached hereto and made a part hereof for all purposes, and that I meet the eligibility requirements specified in the Official Rules and I agree to comply with all of the requirements of the Contest as interpreted by Sponsor, and I am fully qualified to be awarded this Prize.

I understand that all taxes are the sole responsibility of the Winner.

I agree to and hereby release, discharge, indemnify and hold harmless, on behalf of my assigns, personal representatives and heirs, the Sponsor and its respective parent companies, subsidiaries, affiliates, production partners, advertising agencies, promotional suppliers, participating vendors or any other company involved in the design, production, execution or distribution of this Contest (collectively, “Released Entities”) from and against any and all liability, claims, damages, demands, causes of action, costs and expenses (including reasonable counsel fees) I may have now and in the future, no matter how caused, arising out of, or in connection with the Contest, travel to, preparation for and participation in this Contest, including without limitation, liability for personal injury, damage or loss, associated with said prize awarded or to be awarded or any breach or alleged breach by me of any affirmation, undertaking or obligation in this agreement. I further agree that in the event I bring a claim or lawsuit in violation of this agreement, I shall be liable for any attorneys’ fees and costs incurred by Released Entities in connection with such claim or lawsuit.

In addition, I agree to and hereby release on behalf of my assigns, personal representatives and heirs, the Released Entities from and against all liability with respect to in any way arising out of my tax liabilities and/or use of my name, likeness, voice or any other material I submit for the participation in the Contest, including, but not limited to, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related caused of action, or otherwise in connection with or related to the Contest.

I accept the Prize at my own risk and take sole and absolute responsibility for any injuries incurred out of my participation in the Contest or the use of the Prize, including, without limitation, the risk of personal

injury and/or death, and WILL NOT HOLD SPONSOR OR ANY OTHER RELEASED ENTITY RESPONSIBLE.

I also consent to the use of my name, voice, image, biographies and/ or likeness (individually, together or with others) by Sponsor or their assigns for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any compensation payable to me.

I understand that this Affidavit is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Affidavit is invalid, the remainder will continue in full force and effect. Furthermore, I understand this Affidavit and swear that it is true.

Winner's Signature

Date

Winner's Full Name (Please Print)

Winner's Social Security Number

Winner's Street Address

(* Note: A P.O. Box is not an acceptable address.)

Winner's Date of Birth

Winner's City/ State/ Zip Code

Winner's Daytime Telephone Number

Winner's E-mail Address

Winner's Evening Telephone Number

Notary Public (typically available at a bank):

State of _____

County of _____

Sworn to and subscribed before me on the _____ day of _____, 20____, by
_____.

Notary Signature

(SEAL)

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW.

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