

## **WINNER'S RELEASE AND INDEMNITY** **AND PUBLICITY CONSENT AGREEMENT**

I hereby acknowledge receipt of a prize award described below in a contest sponsored by Cox Radio, Inc., WFLC-FM ("WFLC-FM"), and its franchisees, and in so doing I declare that I am a United States resident, meeting contest eligibility requirements, and I hereby agree as follows:

1. **Release** I hereby release, covenant not to sue, and discharge WFLC-FM, and any other contest sponsor, their respective affiliates and the employees, officers, directors and agents of each (collectively, "Releases") from (a) any claim in respect of the conduct of the contest or the award of the prize, or in connection with the use of my name, photo, voice, likeness and biographical information by Releases, including, but not limited to, claims for libel, false light, right of privacy and right of publicity, and (b) any and all liabilities, claims, damages, costs and expenses (including attorney's fees) incurred for or due to taxes owed by me, or due to any personal injury to me or others, or damage to property owned by me or others which injury or damage may arise in any connection with this contest, the prize awarded or its use, and any travel, accommodations, goods or services provided or not provided to me or others whether such injury or damage is caused by the active or passive negligence of Releases or otherwise.
  2. **Indemnity.** I hereby agree to indemnify and hold harmless Releases and each of them from and against any and all liabilities, claims, damages, costs, and expenses (including attorneys' fees) incurred for or due to taxes owed by me, or due to any personal injury to, or damage to property owned by me, members of my household or family, the agents, employees, contractors, visitors and guests of any of us, and any other persons, which injury or damage may arise in connection with this contest, the prize awarded or its use, and any travel, accommodations, goods or services provided or not provided to me or others, whether such injury or damage is caused by the active or passive negligence of Releases or otherwise.
  3. **Publicity Consent.** I hereby consent to the use by WFLC-FM, and any contest co-sponsors, and their permit tees, of my name, photo, voice, likeness and biographical information for promotional, advertising, marketing and other purposes without consideration.
  4. **Voluntary Agreement:** I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, INCLUDING THE RELEASE OF LIABILITY AND INDEMNIFICATION OF THE PARTIES NAMED HEREIN AND RELATED PERSONS AND COMPANIES. I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELATED ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.
  5. Prize Description: PRE-DETERMINED CASH AMOUNT IN THE WORKDAY BONUS BUCKS  
CONTEST ARV: \_\_\_\_\_  
(Office)
- WINNER MUST ANSWER ALL QUESTIONS AND SIGN BELOW TO RECEIVE PRIZE
- |   |   |   |
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| 1) Have you read and understood the contest rules?  | Y | N |
| 2) Have you or anyone in your family won anything from the WFLC-FM in the last 30 days?           | Y | N |
| 3) Did you use sophisticated telephone or computer equipment to win this contest?                 | Y | N |
| 4) Are you or anyone in your household an employee of Cox Enterprises or any of its subsidiaries? | Y | N |
- Contestant's Signature: \_\_\_\_\_