

Affidavit of Eligibility and Liability/Publicity Release

STATE OF _____
COUNTY OF _____

I, _____, being duly sworn, upon my oath state:

1. I am a legal United States resident at least 18 years old and my social security number is _____. I reside at _____. My daytime telephone number is (____) _____, and my evening telephone number is (____) _____.
2. I am submitting this Affidavit of Eligibility and Liability/Publicity Release (“Affidavit/Release”) to the Kansas Wheat Commission (“KWC”), King Arthur Baking Company (“Sponsor”) and Red Star Yeast (“Sponsor”) in connection to my entry in the 2021 National Festival of Breads Contest (the “Contest”). I understand that the statements, representations and warranties made by me herein will be relied upon by KWC and Sponsor in connection with any Contest prize that I may be awarded, subject to my eligibility, as such Prizes are described in the 2021 National Festival of Breads[□] Rules (the “Official Rules”, may be found on the www.nationalfestivalofbreads.com website).
3. I hereby represent, warrant and affirm that I have read, and 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 KWC 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; that all recipes I have submitted for the Contest were developed by me and have not been previously published in the same or substantially the same form as submitted by me herein: and that I have not sought and will not seek 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 not an employee or agent of any of the KWC, nor am I the immediate family member (spouse, mother, father, sister, brother, daughter, or son) or a member of the same household (whether related or not) of any such employee or agent, and that I have not participated in the Contest on behalf of any such employee or agent.
4. I understand that KWC or its agents may be required to advise the United States Internal Revenue Service of the value of any prize awarded to me in the form of an IRS Form 1099. In connection therewith, I have attached to this Affidavit/Release a completed Form W-9 concerning the Prize.
5. 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 indemnify and hold harmless the Kansas Wheat Commission, King Arthur Baking Company and Red Star Yeast and all of their respective parent companies, 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 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, including reasonable attorneys fees, and any and all taxes levied, assessed or collected, whether caused by, contributed to, arising out of, or otherwise related to the contest, any prize, or my possession, acceptance, use, or misuse thereof, or my other acts or omissions in connection therewith.

6. I have been given a full opportunity to review and analyze this Affidavit/Release and the Official Rules. 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.
7. I hereby irrevocably grant to the KWC and Sponsors, 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, and Contest entry, and, without limitation, any notes, photograph, film, or video or audio recordings 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 advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities, or materials carried out by, or with the permission of, KWC or Sponsors.
8. 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 Section 7 of this Affidavit/Release. I further acknowledge and agree that KWC, Sponsors or any other entity or person shall not be obligated to exercise any of the rights or licenses granted under Section 7 of this Affidavit/Release.
9. I acknowledge and agree that this Affidavit/Release, the Contest, the Official Rules and the parties’ respective rights and obligations in connection herewith, will be governed by and construed under the laws of the State of Kansas, without application of conflict of laws principles. Any controversy or claim arising out of or relating to this Affidavit/Release, its enforcement, arbitrability or interpretation, shall be submitted to final and binding arbitration, to be held in Riley County, Kansas, before a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, by striking from a list of arbitrators supplied by the American Arbitration Association. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The parties will share equally in payment of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing; provided, however, that

each side shall bear its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time.

10. 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 from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements, representations or warranties made by me in this Affidavit/Release or otherwise in connection with the Contest. I agree to return immediately upon demand to KWC the value of the any prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit/Release 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.

11. I represent and warrant 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 KWC 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 KWC.

12. The National Festival of Breads™ Sponsors and the employees, officers, directors, shareholders, agents, and representatives of Sponsors' affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any changes or effects caused to the Entrant's computer system as a result of submitting online entries, (v) technical failures of any kind (vi) any condition caused by events beyond the control of Sponsors that may cause the Contest to be disrupted or corrupted; (vii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the Contest; or (viii) any printing or typographical errors in any materials associated with the Contest.

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

Name: _____

Date: _____

Signature: _____

NOTARY PUBLIC:

Sworn to and subscribed before me on this _____ day of _____, 2021

Signature of Notary Public and seal

My appointment expires: