

WINNER'S AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE
("Affidavit & Release")
PICK OUR FOOD CONTEST

I, _____, (Legal Name as it appears on my Birth Certificate, or Driver's License) hereby represent and warrant that I am a legal resident of the United States of America and at the time of entry in the PICK OUR FOOD CONTEST (the "Contest") I was at least 18 years of age or if different, the age of majority in my state of residence (19 years in Alabama, Delaware, Nebraska or 21 years in Mississippi).

I am submitting this Affidavit & Release to Arlington Sportservice, Inc. ("Sponsor"), with the understanding that it will be relied upon by Sponsor and the Released Parties (as defined below in Section 4) in connection with my having been awarded, subject to eligibility, the Prize (as defined below in Section 3). I hereby agree as follows:

1. **Compliance with Contest Official Rules.** I acknowledge and agree that I have read, understand, have complied with, and will continue to comply with, all the rules, regulations, terms and conditions set forth in the Official Contest Rules (the "Official Rules"). I represent that I have not perpetrated, and will not perpetrate, any fraud or deception in connection with the Contest and have not sought to influence the outcome of the Contest other than by participating as expressly permitted in the Official Rules.

2. **Contest Entities.** I represent that I am not an employee, officer, director, manager or member of Sponsor, Sponsor's affiliates or any other entities involved in the sponsoring, fulfilling or administration of the Contest or any portion of the Prize (collectively, the "Contest Entities"). I further represent that I am not an immediate family member (spouse, parent, step-parent, child, step-child, sibling, step-sibling, grandchild, step-grandchild or other family extension) nor reside in the same household at least three (3) months per year with any employee, officer, director, manager or member of any of the Contest Entities.

3. **Prize Description.** I understand and agree that the Prize consists of a set of two (2) tickets to the Texas Rangers' 2020 Opening Day (the "Prize"). I understand and agree that the following conditions and restrictions apply to the Prize:

- The Prize must be redeemed by March 2, 2020.
- The Prize cannot be combined with any other offer, promotion or discount.
- I am solely responsible for all taxes associated with the Prize.
- I am solely responsible for all expenses not specifically mentioned in this Affidavit and Release or the Official Rules.

4. **Release from Liability.** I, on behalf of myself, my heirs, executors and administrators, fully and forever release and discharge the Contest Entities, Rangers Baseball LLC, Rangers Stadium Company LLC and their respective officers, directors, managers, members or employees (collectively, the "Released Parties") from and against any and all liability for any and all claims (including negligence claims), demands, injuries (including death), losses, liabilities, lawsuits, expenses (including attorney's fees), taxes and any other liabilities of any kind, at law or in equity which I may now or hereafter be entitled to assert, directly or indirectly arising out of or in connection with: (a) the Contest or award of

the Prize; (b) the Prize, including my possession, use or misuse thereof; or (c) the use of my name, photo, voice, likeness and biographical information by any of the Released Parties, including, without limitation, claims for libel, defamation, false light, right of privacy and right of publicity.

5. **Indemnity**. I agree to indemnify and hold the Released Parties, and each of them, harmless from and against 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 property damage or loss, or personal injury or death, incurred by me or the members of my household or family, or the employees, agents, contractors, visitors and guests of any of us, and any other persons, which damage, loss, injury or death may arise in connection with the Contest, the Prize or the possession, use or misuse therefrom (including any statements or representations made by me in this Affidavit and Release), whether such injury or damage is caused by the active or passive negligence of any of the Released Parties or otherwise.

6. **Voluntary Agreement**. I HAVE BEEN GIVEN A FULL OPPORTUNITY TO REVIEW AND ANALYZE THIS AFFIDAVIT AND RELEASE AND THE OFFICIAL RULES. I FULLY AND COMPLETELY UNDERSTAND ALL OF THE TERMS OF THE OFFICIAL RULES AND THIS AFFIDAVIT AND RELEASE, INCLUDING THE RELEASE OF LIABILITY AND INDEMNIFICATION OF THE RELEASED PARTIES. 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. I SIGN THIS AFFIDAVIT AND RELEASE VOLUNTARILY, FREELY, AND KNOWINGLY AND NOT BASED UPON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AFFIDAVIT AND RELEASE ITSELF.

7. **Publicity Consent**. I hereby irrevocably grant to Sponsor, Rangers Baseball LLC, Rangers Stadium Company LLC, and those acting with Sponsor's authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, photograph, voice, image, biographical and personal background information, and other personal characteristics and private information and all materials created by Sponsor that incorporate any of the foregoing, including, without limitation, any photograph, film, video or audio tape that may be taken of me (the foregoing, collectively, the "Content"), without further compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, license, 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 whatsoever now known or hereafter discovered for any purpose.

8. **Representations and Warranties**. I represent and warrant that all statements made by me in this Affidavit and Release are true, accurate, and complete. I further 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 7 of this Affidavit and Release. I further acknowledge and agree that neither Sponsor nor any third party shall be obligated to exercise any of the rights or licenses granted under Sections 7 of this Affidavit and Release.

9. **Responsibility for Taxes**. I understand that I am responsible for all taxes that apply to the Prize and that I may be issued an IRS Form 1099 (if required for such issuance upon request) for income tax

purposes and that specific tax questions should be directed to my tax advisor. I will provide a completed and valid executed IRS Form W9.

10. **Choice of Law**. I acknowledge and agree that the Contest and this Affidavit and Release will be governed and construed under the laws of Texas, without application of its conflict of laws principles. Any claims or disputes arising out of or relating to the Contest or this Affidavit and Release shall be submitted to state or federal courts located in Erie County, New York.

11. **Severability; Waiver**. If any part of this Affidavit and Release is found to be invalid or unenforceable in any respect by a court, it is my intention and understanding that this Affidavit and Release will nonetheless be enforced to the maximum extent to which it is found by a court to be legally enforceable. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Sponsor and the Released Parties under this Affidavit and Release.

12. **False Statements**. I agree to return immediately upon demand to Sponsor 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 and 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.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES. I SIGN THIS AFFIDAVIT AND RELEASE VOLUNTARILY, FREELY AND KNOWINGLY.

Signature: _____

Print Name: _____

Date: _____

Phone Number: _____

Email: _____

Address: _____