



AFFIDAVIT OF ELIGIBILITY, PUBLICITY RELEASE AND LIABILITY WAIVER

1. I am submitting this Affidavit of Eligibility, Publicity Release and Liability Waiver ("Affidavit") so that you may determine my eligibility to receive the prize for which my entry has been submitted in "**Wild Adventures "Splash Island Nights Giveaways"**" (the "Promotion") sponsored by HFE Valdosta, LLC d/b/a Wild Adventures. (collectively, "Sponsor(s)") from May 24, 2019 through July 26, 2019. I represent as follows:
2. I have read, understood and complied with, and will continue to comply with the Official Rules of the Promotion. In submitting my entry and claiming any prize that may be awarded to me, I have done this lawfully and in accordance with the Official Rules of the Promotion.
3. I understand that "Sponsors" means: (a) HFE Valdosta, LLC (b) Herschend Entertainment Company, LLC and its subsidiaries and affiliates which include but are not limited to the officers, directors, employees, agents, representatives, successors and assigns of Herschend Entertainment Company and its subsidiaries and affiliates, and (c) the advertising, promotional and judging agencies of Herschend Entertainment Company, LLC and its subsidiaries and affiliates, and (d) anyone else connected with the Promotion now or in the future. To my best knowledge, neither I nor any member of my immediate family or anyone living in my household is an employee of "Sponsor."
4. I alone am obligated to pay any taxes (to the federal, state or local government) on the value of the prize that may be awarded pursuant to the Promotion. I release Sponsors from any liability and will indemnify and hold them harmless from any such taxes and costs. Sponsors have my permission to deduct or require payment of any such taxes and costs in accordance with applicable state, federal and other laws, before any benefit is conferred or prize is delivered to me. ***I acknowledge that Sponsors will require my Social Security Number if the prize being awarded is valued at \$600.00 or greater in order that Sponsors may comply with federal law.***
5. I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN AND/OR USE OF ANY PRIZE IS SOLELY AT MY OWN RISK. THEREFORE, IN EXCHANGE FOR THE PROMOTION'S PRIZE AWARDED TO ME, I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS SPONSORS AND THEIR RESPECTIVE AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "HARM") THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE PROMOTION, ANY USE BY SPONSORS OF MY NAME, VISUAL LIKENESS OR

BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY PRIZE AWARDED TO ME, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS"). IF I AM A MINOR, MY PARENT OR LEGAL GUARDIAN, BY HIS/HER SIGNATURE BELOW, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSORS AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY SPONSORS AND ANY OTHER RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY RELEASED CLAIMS.

I SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST SPONSORS OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM SPONSORS OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

6. I give Sponsors, throughout the universe and forever, the right to use and publish my name, user name, voice, likeness, photograph, biographical and prize information (altogether "Name and Likeness") by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to the Promotion without notice to me and without further compensation. I reserve no rights with respect to such uses. Sponsors are free to assign the rights I have granted to them to anyone Sponsors choose. I acknowledge that I have read the privacy policy located at <http://www.wildadventures.com/Privacy>, that I understand it, and that I hereby waive any prohibition against the release of my Name and Likeness as it relates to identification of me as the Promotion's winner or as otherwise permitted hereunder.

7. I can and will be disqualified from receiving any Prize that may be awarded to me if any statement made by me in this Affidavit is false or inaccurate.

8. If any term of this Affidavit is waived by Sponsors, it does not mean that such waiver will act as an on-going waiver of that or any other term. If any provision of this Affidavit is found to be unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the 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 Sponsors or any Released Party under this Agreement.

9. This Affidavit shall be governed by the laws of the State of Georgia, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Lowndes County, Georgia with respect to any claim or suit arising out of or in connection with this Affidavit, the Promotion, any delivery, mis-delivery or non-delivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

10. I have been given ample opportunity and time to read, and have carefully read, this Affidavit. I understand its contents, and agree to be bound by the terms and conditions of the Affidavit. This Affidavit contains my

entire understanding relating to my participation in the Promotion and cannot be changed or amended except in writing signed by Sponsors and me.

11. If I am executing this Affidavit for a minor (an individual who is not 18 years of age at the time this Affidavit is signed and submitted), I represent and warrant that I am either a parent with full legal rights relating to the minor, or the minor's legal guardian.

12. Sponsor may rely on all representations I have made in this Affidavit.

I declare under penalty of perjury that all statements made by me in this Affidavit are true. The name given below is my legal name. If applicable, the Social Security Number furnished is mine and not someone else's Social Security Number.

Date

Telephone Number

Name of Participant (Please Print)

Date of Birth

Address of Participant

Signature of Participant
(or Parent or Legal Guardian)

Social Security Number of Participant
(if ARV of prize is \$600.00 or greater)

Name of Parent or Legal Guardian (Please Print)

Address of Parent or Legal Guardian