

# HARDEE'S FOOD SYSTEMS, INC.

## PARTICIPANT ENTRY FORM AND STATEMENT OF ELIGIBILITY OF LIABILITY

Please PRINT the following information:

Date: \_\_\_\_\_ Name of Participant: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Home Phone #: ( ) \_\_\_\_\_

I am submitting this Statement and Release of Liability form with the understanding that it will be relied upon by Hardee's Food Systems, Inc., their parent companies, subsidiaries, owners, stockholders, directors, officers, employees, agents, franchisees, licensees, agencies, affiliates, representatives, assigns, successors, managers and operators of the Contest, providers of the facilities used for the Contest, advertising and/or promotional agencies, or any other sponsors or promoters in connection with my claim in the Hardee's®/(Uptown Greenwood Development Corporation) Thickburger™ Eating Contest (hereinafter referred to as the "Contest"). I represent that I have complied with all the rules and regulations of the Contest, and that I have perpetrated no fraud or deception in connection with my claim. In consideration for allowing me to enter this Contest, which I agree is at my own risk and entirely of my own free will, I hereby release, indemnify from all damages, costs and expenses of any kind, including but not limited to reasonable attorneys fees, and otherwise hold harmless Hardee's Food Systems, Inc., their parent companies, subsidiaries, owners, stockholders, directors, officers, employees, agents, franchisees, licensees, agencies, affiliates, representatives, assigns, successors, managers and operators of the Contest, providers of the facilities used for the Contest, advertising and/or promotional agencies or any other sponsors or promoters of the Contest for any death, disability, injury, illness, damage or accident to myself, others or my property arising from or in connection with my participation in the Contest or use of any prizes connected therewith, regardless if caused by the negligence of the aforementioned parties. I further agree that the aforementioned parties are under no obligation to provide or require a physical examination or other evidence of fitness to participate in the Contest, which is my sole responsibility. I understand that I, on behalf of myself, my heirs, beneficiaries and assigns am waiving the right to make a claim or file a lawsuit against any of the aforementioned parties in connection with the contest promotion or any of the prizes awarded therein. I understand that my name, address, photograph, voice and/or likeness and other biographical material may be used in promotional and/or advertising materials of any sponsor related to this contest without any financial remuneration. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses. I understand and acknowledge that by signing this document, I have given up certain legal rights and/or possible claims which I might otherwise have against Hardee's Food Systems, Inc., their parent companies, subsidiaries, owners, stockholders, directors, officers, employees, agents, franchisees, licensees, agencies, affiliates, representatives, assigns, successors, managers and operators of the Contest, providers of the facilities used for the Contest, advertising and/or promotional agencies or any other sponsors or promoters of the Contest. I understand that this is the entire Agreement between myself and Hardee's Food Systems, Inc., their parent companies, subsidiaries, owners, stockholders, directors, officers, employees, agents, franchisees, licensees, agencies, affiliates, representatives, assigns, successors, managers and operators of the Contest, providers of the facilities used for the Contest, advertising and/or promotional agencies or any other sponsors or promoters of the Contest. I understand that I, my heirs, beneficiaries or assigns may not change or challenge the terms of this Agreement. I agree to return to Hardee's Food Systems, Inc. any prize which may be awarded to me in connection with this Contest, if any statement made by me in this document is false. I further understand that tax liability on any prize will be my sole responsibility.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

Must complete and sign this release of liability and present photo ID at time of contest. All Contest Participants must be eighteen (18) years of age or older. I have read and agreed to the statement of eligibility and release of liability as set forth above.