

**WAIVER & RELEASE AGREEMENT
(INCLUDING MINOR RELEASE)**

PARTICIPANT'S/ATTENDEE'S NAME: _____

ADDRESS (Street, City, State, Zip): _____

PHONE (with area code): (_____) _____

I will be participating in a giveaway event called **Trunk or Treat**, conducted by **Radio Stations KKCW, KKRZ, KLTH, KXJM, KFBW, KPOJ, KEX, KKRZ-HD2**. The event is located at **Whitford Middle School (parking lot), 7935 SW Scholls Ferry Rd, Beaverton OR 97008** on **Saturday, October 31, 2020**, from **12:00pm-2:00pm** (the "Event").

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the Event, including but not limited to the Event's sponsoring organizations, **iHeartMedia + Entertainment, Inc., iHeartMedia, Inc. and each of their respective subsidiaries, affiliates, officers, directors, employees, volunteers, talent, artists and contractors at the Event, and any individual property owners or property managers of the Event venue.**

Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The Released Parties cannot guarantee that you will not become infected with COVID-19. Further, attending the Event could increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Event and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

As the winner/recipient of the prize, I hereby acknowledge, and will follow, all COVID 19 related safety measures and Center for Disease Control (CDC) guidelines. My failure to follow the aforementioned safety measures and CDC guidelines may result in my forfeiture of the prize.

I warrant that I am in good health and have no physical condition that would prevent me from participating in any activities associated with the Event. I fully realize, understand and agree that there are inherent risks, both foreseeable and unpredictable, associated with the Event, and that no amount of care, caution or expertise can eliminate such dangers. I agree to assume and accept full responsibility for my own injuries and safety and activities in spite of and with full knowledge of these risks. My participation in the Event is completely voluntary.

IN CONSIDERATION OF YOUR ALLOWING ME TO PARTICIPATE IN/ATTEND THE EVENT, I EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN RELATED TO THE EVENT, OR ANY SUCH PERSONAL INJURY, DEATH, OR LOSS ASSOCIATED IN ANY WAY WITH THE EVENT, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, IN CONSIDERATION FOR BEING INVOLVED IN THE EVENT, HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DISCHARGE FROM LIABILITY THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED IN ANY WAY TO THE EVENT, WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CAUSE OR NATURE, AND I FURTHER WAIVE ANY CLAIM THAT I MIGHT STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES WHICH I HAVE OR MAY HAVE AT ANY TIME ARISING OUT OF MY ASSOCIATION WITH, TRAVEL TO OR FROM, OR PARTICIPATION IN THE EVENT OR ANY OF ITS ASSOCIATED ACTIVITIES, OR IN ANY OTHER WAY RELATED TO OR RESULTING FROM THE EVENT.

I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT I WILL LOSE ANY RIGHT I MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE PARTICIPATING IN THE EVENT, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE EVENT, EVEN IF SUCH PERSONAL INJURY, DEATH,

OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF MY PARTICIPATION IN THE EVENT, EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN.

I hereby consent to and authorize the use, by the Released Parties, of any and all **video, photographs, likenesses, or other audio visual or visual works** the Released Parties have taken or created of me (collectively, the "Works"), and of any reproductions of them, for any purpose whatsoever, including, but not by way of limitation, in connection with marketing videos, promotional materials, social media, digital streaming, publications, displays and exhibitions thereof in promotion, advertising and trade, without any further compensation to me. I hereby acknowledge that iHeartMedia shall be the exclusive owner of the copyright in all such Works, and iHeartMedia shall therefore have the exclusive right to reproduce the Works in copies, whole, or in part, and in any manner without restriction as to changes or alternations, in connection with the development, production, distribution, exploitation, advertisement, or promotion of the Works, and/or any other production, in any form of distribution to the public, including but not limited to, use on the worldwide web, social media, and digital promotions, in advertisements and promotions for any such uses, worldwide at any time in any and all media now known and hereafter devised.

I consent to and permit emergency treatment, medical or otherwise, in the event of injury or illness to myself; however, I acknowledge that the Released Parties have no obligation nor make any representations to provide such. I further release all persons associated in any manner with the Event from any claim whatsoever on account of first aid, treatment or services rendered me during my participation in the Event.

I acknowledge and agree the release I have granted herein shall extend to and protect the agents, employees, representatives, assigns and successors in interest of the Released Parties.

I ACKNOWLEDGE AND AGREE THAT THE RELEASE I HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE PARTICIPATING IN THE EVENT, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE EVENT, WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY MY SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES, AND/OR OTHER THIRD PARTIES.

I certify I am at least **18 years of age** and am legally competent to sign this Release Agreement and I understand that the representations contained in this Release Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Release Agreement and I have signed this document of my own free act.

This Release Agreement and any claims associated with it or the Event shall be construed according to state law. I acknowledge and agree that the Event and/or this Release Agreement is being performed, in whole or in part, in **WASHINGTON (County), OREGON (State)**, and venue and jurisdiction for any claims associated in any way with this Release Agreement shall only be proper in the District Court for the herein designated County and State.

If any provisions of this Release Agreement shall be deemed to be unenforceable and/or void, the remainder of this Release Agreement shall not be affected thereby, and the remainder of this Release Agreement shall be fully enforceable.

I ACKNOWLEDGE AND AGREE THAT I: (1) HAVE RECEIVED A COPY OF THIS RELEASE FOR REVIEW AND STUDY AND HAVE HAD AMPLE TIME TO REVIEW IT BEFORE SIGNING; (2) HAVE READ THIS RELEASE CAREFULLY; (3) HAVE BEEN GIVEN A FAIR OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE; (4) UNDERSTAND ITS PROVISIONS; (5) UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY; (6) HAVE DETERMINED THAT IT IS IN MY BEST INTEREST TO ENTER INTO THIS RELEASE; (7) HAVE NOT BEEN INFLUENCED TO SIGN THIS RELEASE BY ANY STATEMENT OR REPRESENTATION BY THE RELEASED PARTIES NOT CONTAINED IN THIS RELEASE; AND (8) ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Date: _____ Signature: _____

Printed Name: _____