

PRIZE WINNER
AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (THE "AFFIDAVIT")

DATE: _____

NAME: _____ EMAIL: _____

STREET ADDRESS: _____

(PO Boxes are not acceptable)

CITY, STATE, ZIP: _____

COUNTY: _____ DAYTIME PHONE: _____ EVENING PHONE: _____

I, _____ ("I" or "Winner") being duly sworn, depose and say:

I give this Affidavit to PCA Products ("Sponsor") with the full understanding that this Affidavit signed by me must be completed, signed, notarized and returned within three (3) business days of above date as a condition to my being entitled to receive the Prize(s) in the Promotion.

I hereby state that I am at least eighteen (18) years of age and that I have complied fully with all of the Official Rules ("Official Rules") of the Promotion, attached hereto and made a part hereof, and that I meet the eligibility requirements specified in the Official Rules and I agree to comply with all of the requirements of the Promotion as interpreted by Sponsors, and I am fully qualified to be awarded this/these Prize(s). This includes having permission of the homeowner, if that is someone other than myself, to grant Sponsor the right to take additional photographs of the area.

I understand that all taxes are the sole responsibility of the Winner.

I agree to and hereby release, discharge, indemnify, and hold harmless, on behalf of my assigns, personal representatives and heirs, the Sponsor and its respective parent companies, subsidiaries affiliates, production partners, advertising agencies, promotional suppliers, participating vendors or any other company involved in the design, production, execution or distribution of this Promotion (collectively, the "Released Entities") from and against any and all liability, claims, damages, demands, causes of action, costs and expenses (including reasonable counsel fees) I may have now and in the future, no matter how caused, arising out of, or in connection with the Promotion, preparation for and participation in this Promotion, including with out limitation, liability for personal injury, damage or loss, associated with said prize awarded or to be awarded or any breach or alleged breach by me of any affirmation, undertaking or obligation in this agreement. I further agree that in the event I bring a claim or lawsuit in violation of this agreement, I shall be liable for any attorneys' fees and costs incurred by Released Entities in connection with such claim or lawsuit.

In addition, I agree to and hereby release on behalf of my assigns, personal representatives and heirs, the Released Entities from and against all liability with respect in in any way arising out of my tax liabilities and/or use of my name, likeness, voice or any other material I submit for the participation in the Promotion, including, but not limited to, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related caused of action, or otherwise in connection with or related to the Promotion.

I accept the Prize at my own risk and take sole and absolute responsibility for any injuries incurred out of my participation in the Promotion or the use of the Prize(s), including, without limitation, the risk of personal injury and/or death, and will not hold Sponsor or any other Released Entity responsible.

I understand that Sponsor is responsible for prize delivery, not responsible for prize utility, quality, or otherwise.

I also consent to the use of my name, voice, image, biographies and/or likeness (individually, together or with others) by Sponsor or their assigns for advertising, publicity and trade purposes in any and all media now known and unknown worldwide in perpetuity without any compensation payable to me.

I understand that this Affidavit is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Affidavit is invalid, the remainder will continue in full force and effect. Furthermore, I understand this Affidavit and swear that it is true.

Winner's Signature

Date
