**WAIVER AND RELEASE**

Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: Winston-Salem Fairgrounds

1. I, the undersigned participant, acknowledge that participating in a hot dog eating contest involves risks, including, but not limited to, choking, injury from food consumption, allergic reactions, gastrointestinal distress, and other unforeseen risks. I voluntarily assume all risks associated with participation in this contest, which may include, but are not limited to, personal injury, disability, illness, death, damage, loss, claim, liability, or expense of any kind and all other risks and dangers that could arise out of, or occur during, my participation in the contest.
2. I certify that I am in good health and physical condition to participate in this contest. I have no medical condition that would be adversely affected by participating in the contest. I understand that it is my responsibility to consult with a physician prior to participating if I have any health concerns.
3. In consideration of being permitted to participate in the hot dog eating contest, I, on behalf of myself, my heirs, executors, and assigns, hereby release, waive, and discharge the City of Winston-Salem and its officers, agents, employees, volunteers, representatives and other participants, sponsoring agencies, sponsors, and advertisers (collectively, the “Indemnitees”) from any and all claims, liabilities, or damages, and expenses incidental thereto, arising out of or related to my participation in this contest, including but not limited to, claims of negligence. I agree to indemnify and hold harmless the Indemnitees from any and all claims, damages, expenses, and liabilities (including reasonable attorney’s fees) arising from my participation in the hot dog eating contest.
4. In the event that I require medical treatment, I consent to receiving such treatment as deemed necessary by medical professionals. I understand that I am responsible for any medical costs incurred as a result of my participation in the contest.
5. This waiver and release shall be governed by and construed in accordance with the laws of the state of North Carolina, without regard to its conflict of law principles, and the venue for any litigation arising hereunder shall lie exclusively in Forsyth County Superior Court.
6. If any provision of this waiver and release is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
7. This Waiver represents the entire understanding and agreement between the parties. Participant acknowledges that in executing this Waiver, he has carefully reviewed and had the opportunity to review the terms of this Waiver with counsel of its choice and is fully aware of the extent of its rights and obligations under this Waiver, without any duress or undue influence being imposed on such party. The text of this Waiver is the product of negotiation among the parties hereto and is not to be construed as having been prepared by one party against the other but shall be construed as if all parties hereto jointly prepared this Waiver. The language of this Waiver shall not be construed presumptively against any of the parties to this Waiver.

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (seal)