

**Baywatch Slow Mo Marathon****CONTEST OFFICIAL RULES, WAIVER & RELEASE**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

I UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING:

- (1) **A purchase or payment of any kind is NOT required to participate in the Baywatch Slow Mo Marathon Contest; and, making a purchase or payment will NOT increase my chances of winning the prize in the Contest.**
- (2) I am a legal U.S. resident, at least 18 years of age, and am not an employee, officer or director (or the immediate family of an employee/officer/director) of Paramount Pictures Corporation (5555 Melrose Avenue, Hollywood, CA 90038, Sponsor), LeadDog Marketing Group, Inc. (440 9<sup>th</sup> Avenue, 17th Floor, New York, NY 10001, Administrator) or any other entity in any way associated with the Contest or the film *Baywatch*.
- (3) The Contest will be conducted on Saturday, April 22, 2017 between 9:00 a.m. PT and 12:00 p.m. PT at L.A. Live, 800 W. Olympic Blvd, Los Angeles, CA 90015; check-in for the Contest concludes at 10:30 a.m. PT sharp. Late check-ins may be accepted at the sole discretion of Sponsor and Administrator; but, refusal to accept a late check-in will not result in any liability to Sponsor or Administrator.
- (4) Participation in the Contest is offered on a first come-first served basis, up to a maximum of 1000 participants. As such, even if I show up prior to 10:30 a.m. PT, I may not be able to participate in the Contest. And, in such event, Sponsor and Administrator shall not have any liability under any legal theory.
- (5) The Contest consists of running in "slow mo" (slow motion) on a designated course for .2 kilometers (200 meters) – that is, moving at a slow rate of speed (without stopping or falling) that approximates the cinematographic effect of slow motion creating the illusion of time perceptibly slowing down. IF I FAIL TO RUN IN "SLOW MO," AS DETERMINED BY SPONSOR, ADMINISTRATOR, AND/OR THE INDEPENDENT JUDGES IN THEIR SOLE DISCRETION, I WILL BE DISQUALIFIED (PERHAPS WITHOUT WARNING.) The winner of the Contest will be selected based on the Judges' determination of (A) Extent to which participant's chosen Costume captures the *Baywatch* theme; (B) Quality & Authenticity of "slow mo" running exhibited by participant; and (C) participant's overall expression of *Baywatch* style. (As such, the first person to finish the race will NOT necessarily win the prize.)
- (6) Participation in the Contest will require physical activity and mental acuity to detect and appropriately react to various impediments and/or hazards while running in "slow mo"; and, as such, the Contest involves an inherent risk of physical injury or even death. I have carefully considered such risks and have decided to participate in the Contest.
- (7) Sponsor and Administrator have not obtained any insurance for my benefit or anyone who may take by or through me relative to my Contest participation. Obtaining any such insurance is my sole responsibility.
- (8) Medical personnel on-site at the Contest (or elsewhere) may administer medical care to me in their professional judgment. I understand that the administration of such medical care may lead to termination of my participation in the Contest.
- (9) To comply with the rules of the Contest as enumerated herein and all instructions of Sponsor/Administrator/Judges at all times, as well as conducting myself in a socially responsible, appropriate and courteous manner toward all persons.
- (10) I will not cheat in participating in the Contest.
- (11) Should my participation in the Contest be terminated for any reason, Sponsor and Administrator shall not have any liability to me under any legal theory.
- (12) I irrevocably grant to Sponsor and its designees, in perpetuity throughout the universe, in any and all media (whether now known or hereafter devised), and in any language, the right to use my name, likeness, voice, performance, address (city) and/or any other physical or biographical attribute in and in connection with (i) the production, exploitation, exhibition, distribution, merchandising, and/or marketing of the motion picture currently entitled *Baywatch* and/or any other motion pictures produced, distributed and/or marketed by Sponsor and (ii) the exploitation and promotion of Sponsor's commercial, charitable and/or business activities.
- (13) The Prize is a 3-day/2-night trip for winner and (1) guest (18 years or older) to Miami, FL to attend the movie premiere of *Baywatch* (currently scheduled for May 13, 2017). Prize includes: (2) round-trip, economy-class airline tickets departing from a major airport nearest the Grand Prize winner's residence (to be determined by Paramount in its sole discretion) to Fort Lauderdale International Airport (FLL); (2) night hotel stay (single room, double occupancy) at a Miami-area hotel; ground transportation to/from the hotel and FLL airport; group transfers

to/from hotel and premiere venue; (1) \$500 gift card (subject to terms and conditions thereon); admission for (2) to the premiere of "BAYWATCH". Total Estimated Retail Value: \$3200. No prize substitution except at Sponsor's sole discretion for prize element of comparable value (as applicable); prize is not transferable. **Prize trip must be taken on indicated dates in May 2017.** Attendance of winner and guest at "BAYWATCH" premiere and after-party may be conditioned on passing a background check. All unspecified expenses and taxes on prize are winner's sole responsibility; winner's receipt of prize will be reported to IRS. Tickets to the premiere have no monetary value, and in the event that the premiere is delayed, postponed or cancelled for any reason, or Grand Prize winner (and his/her guest) do not attend the premiere, such portion of the Grand Prize shall be forfeited and no substitution will be provided. Winner must timely sign and return Affidavit and Release as a condition of prize award; guest must sign and return Release prior to travel.

- (14) By writing to Administrator at the above-indicated address by May 1, 2017, I may request a copy of the winner's list.
- (15) Any dispute regarding my participation in the Contest will be resolved pursuant to California state law, without regard to choice of law/conflict of law principles. To the fullest extent permitted by law, I agree that (i) any such action shall be brought individually, and not as part of a class; (ii) any such action shall be brought in the U.S. Federal or California State Courts situated in Los Angeles County, California and I agree to the personal jurisdiction of such courts and waive any right of change of venue or the like; and (iii) my recovery in any such action shall be limited to the lesser of my actual costs in participating in the Contest or \$10, with all rights to any other damages, relief or remedies (including attorneys' fees) being expressly waived.

I REPRESENT AND WARRANT that all information and materials that I have provided or will provide to the Administrator at check-in for the Contest (including but not limited to information pertaining to my health) are truthful and complete. Relative to any health-related information, I expressly waive any privacy protections that I may have under law.

I UNDERSTAND AND ACKNOWLEDGE AND HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS AND ANYONE WHO MAY TAKE BY OR THROUGH ME, RELEASE AND AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND SPONSOR, ADMINISTRATOR, ANY ENTITIES OTHERWISE INVOLVED IN THE CONTEST IN ANY CAPACITY (INCLUDING BUT NOT LIMITED TO TBD MARKETING GROUP, LLC, 15/40 PRODUCTIONS, LTD, DROGA5 UK, LTD., LA LIVE PROPERTIES, LLC, L.A. ARENA COMPANY, LLC, LA LIVE THEATRE, LLC, ANSCHUTZ ENTERTAINMENT GROUP, INC. AND MEDICAL PERSONNEL), THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY IN CONJUNCTION WITH PARTICIPATING IN THE CONTEST UNDER ANY LEGAL THEORY.

I further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state of the United States are hereby expressly waived to the fullest extent that I may do so. Section 1542 reads as follows:

1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to the applicability of Section 1542 (or any similar law), I further acknowledge that I may discover facts different from or in addition to those that I now believe to be true relative to the subject matter of this Waiver & Release; and, notwithstanding the discovery or existence of such facts, I still intend for this Waiver & Release to function as a full and complete, limited release of rights.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO ALL OF THE FOREGOING. I REPRESENT AND WARRANT THAT I AM OF SOUND MIND AND THAT MY SIGNATURE BELOW WAS NOT OBTAINED VIA COERCION, DURESS OR OTHER ILLICIT MEANS.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Phone #:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

PARTICIPANT BIB NUMBER: \_\_\_\_\_