

**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of Hy-Vee, Inc., an Iowa corporation (hereinafter, “Hy-Vee” or “Contest Organizer”) allowing me to participate in any Hy-Vee sponsored or organized contest (the “Contest” or “Contests”), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Contest; and (ii) I am not and, at the time of the Contest, will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Contest. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Contest.
2. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS CONTEST. I understand and acknowledge the physical and mental rigors associated with activities that may be physically and/or mentally rigorous, including but not limited to running, lifting, throwing, and participating in weight loss contests are inherently dangerous and represent a test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Contest Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Contest, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Contest.
3. I agree to be familiar with and abide by the Official Rules established from for the Contest. I also accept sole responsibility for my own conduct and actions while participating in the Contest.
4. I HEREBY RELEASE, WAIVE AND COVENANT NOT TO SUE, AND FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the following parties: the Contest Sponsor, Contest Organizers and Promoters, Contest Directors, Advertisers, Host City(ies), Local Organizing Committees, Venues and Property Owners upon which the Contest takes place, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the “Released Parties”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate to my participation in the Contest, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

5. I hereby grant to Contest Organizer the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Contest by Contest Organizer, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, social media and/or any other record of this Contest for any purpose whatsoever.
6. I acknowledge and agree that Contest Organizer, in its sole discretion, may delay, modify, or cancel the Contest for any reason, including if it believes the conditions on the Contest day are unsafe. In the event the Contest is delayed, modified, or cancelled, for any reason, including but not limited to, acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, Contest course conditions, or any other cause beyond the control of Contest Organizer, there shall be no refund of entry fee or any other costs incurred in connection with the Contest.
7. I understand that Contest Organizer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Contest. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.
8. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. An electronic signature shall be as effective as an actual signature. Delivery of this Agreement by facsimile, email, or any other electronic means shall be as effective as delivery of an executed original counterpart. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
9. I expressly consent, understand, and agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, any prize (if applicable), or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) under no circumstances will I be permitted to obtain awards for, and I expressly hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. I hereby expressly agree that all issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, and of my and Hy-Vee's respective rights and obligations in connection with the Contest shall be governed by the laws of the State of Iowa, without regard to conflicts of law principles or rules, and the venue for any arbitration and for all proceedings shall take place in Des Moines, Polk County, Iowa.

10. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE CONTEST) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT. FOR PERSONS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN THIS AGREEMENT.

PARTICIPANT PRINTED NAME

SIGNATURE

DATE