

Affidavit of Eligibility and Liability/Publicity Release

I, _____, hereby represent and warrant that I am a legal resident of United States of America and District of Colombia. My address is:

_____ and my home telephone number is: _____ (insert phone number with area code). I am submitting this Affidavit of Eligibility and Liability/Publicity Release ("Affidavit/Release") to the Iowa Economic Development Authority, Iowa Tourism Office ("Sponsor"), with the understanding that it will be relied upon by Sponsors in connection with my having been awarded, subject to eligibility, one of the Prizes in the "100th Brewery Toast" Sweepstakes ("the Contest") as such Prize is described in the Contest's Official Rules (attached hereto) subject to change as therein provided.

1. I acknowledge that I have read, have complied with all the rules, regulations, terms and conditions set forth in the Official Rules; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest and have not sought to influence the outcome of the Contest other than by participating as expressly permitted in the Official Rules.

2. I represent that I am not an employee, officer or agent of the Sponsor or entities involved in the preparation of materials and/or administration of this Promotion (collectively referred to herein as the "Sweepstakes Entities"), nor the immediate family member (spouse, mother, father, sister, brother, daughter, or son) or member of the same household (whether related or not) of any such employee or agent.

3. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE SPONSOR AND ALL OF THEIR SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AND ADVISORS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER, AT LAW OR IN EQUITY WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, "MORAL RIGHTS," OR DEFAMATION, AND ANY AND ALL ANY TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE CONTEST, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.

4. I have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotions in the Official Rules for this Contest. I fully and completely understand all the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete release and discharge of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.

5. I hereby irrevocably grant to the Sponsor, and those acting with its authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and Contest entry, and, without limitation, any photograph, film, or video or audio tape that may be taken of me or of such materials

(the foregoing, collectively, the "Content"), without further compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit, or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media whatsoever.

7. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant to Sponsor the full and unrestricted enjoyment of the rights and licenses granted in Section 4 and 5 of this Affidavit/Release. I further acknowledge and agree that no Contest Entity or third party shall be obligated to exercise any of the rights or licenses granted under Section 4 and 5 of this Affidavit/Release.

8. I acknowledge and agree that the Contest, this Affidavit/Release will be governed and construed under the laws of the United States and the laws of the State of Iowa, without application of its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved individually, without resort to any form of class action, exclusively before a court located in Des Moines, Iowa, having jurisdiction. Nothing in this paragraph shall affect Sponsor's ability to seek from a court injunctive or equitable relief at any time.

9. I hereby represent and warrant that all statements made by me in this Affidavit/Release are true, accurate, and complete, and I hereby indemnify the Released Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit/Release or otherwise in connection with the Contest. I agree to return immediately upon demand to Sponsors the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit/Release is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

I (my parent/legal guardian if I am from a State/Province that deems me to be a minor) have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotion in the Official Rules for this Contest. I fully and completely understand all the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly.

Signature: _____

Date: _____

Printed Name: _____