

## **Model Release / Talent Consent / Testimonial Release**

### **Including Eating Contest Liability Waiver**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows:

#### **Part I: Media & Talent Release**

1. I hereby consent to and authorize the use by **Sloppy Joe's Foundation and Sloppy Joe's Enterprises, Inc.**, its respective licensees, successors, assigns, and all persons acting with its permission (the "Licensed Parties"), the right to use, publish and copyright my name, voice, testimonial statement, picture and likeness in all media and types of advertising and promotion for Sloppy Joe's Bar ("Sloppy Joe's").
2. I hereby consent to and authorize the use by **Monroe County Tourist Development Council**, its respective licensees, successors, assigns, and all persons acting with its permission, the right to use, publish, and copyright my name, voice, testimonial statement, picture and likeness in all media and types of advertising and promotion for Key West and the Florida Keys.
3. I agree that all photographs of me used and taken by the Licensed Parties are owned by them and that they may copyright the photographs. If I should receive any print, negative, or other copy thereof, I will not authorize its use by anyone else.
4. I agree that no advertisement or other material need be submitted to me for any further approval, and the Licensed Parties will not be liable to me for any distortion or illusory effect resulting from the publication of my picture or likeness.
5. I warrant and represent that I have not previously authorized (which authority is still in effect), nor will I authorize or permit, the use of my name, voice, testimonial statement, picture, and likeness in connection with the advertising or promotion of any business that is competitive to Sloppy Joe's Bar.
6. I further agree that the Licensed Parties will have the right to attribute my testimonial statement (or edited or paraphrased statements that have substantially the same meaning) to me, which is an expression of my personal experience and belief.

#### **Part II: Eating Contest Liability Waiver & Assumption of Risk**

7. **Assumption of Risk:** I acknowledge that participating in the **Sloppy Joe Eating Contest** involves inherent risks, including but not limited to choking, cardiovascular stress, and gastrointestinal distress. I represent that I am in good health and voluntarily assume all risks associated with this competition.
8. **Hold Harmless:** I hereby release, discharge, and agree to indemnify and hold harmless the Licensed Parties, their employees, and the City of Key West from any and all claims, damages, or medical expenses arising out of my participation in the contest or the use of my likeness in promotional materials.

9. **Unflattering Imagery:** I specifically acknowledge that the nature of an eating contest involves being captured in situations that may be considered messy or unflattering. I waive any right to inspect the finished product and release the Licensed Parties from any claims of defamation or emotional distress.
10. **Safety Compliance:** I agree to follow all instructions provided by contest officials. Sloppy Joe's Bar reserves the right to disqualify me or terminate my participation at any time for safety or conduct reasons.

**Part III: Legal Declaration**

11. Nothing herein will constitute any obligation on the Licensed Parties to make any use of any of the rights set forth herein.
12. I understand that the Licensed Parties will act in reliance on this consent and release, and accordingly, I hereby declare it to be irrevocable.

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Name

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Date