

**Plymouth Rock Broadcasting Co., Inc. – Winner’s Declaration of Eligibility and Liability Release Agreement**

I, \_\_\_\_\_ of (Address:) \_\_\_\_\_,

(City, State:) \_\_\_\_\_, (Zip:) \_\_\_\_\_ acknowledge receipt of the following prize won on \_\_\_\_\_ from Plymouth Rock

Broadcasting Co., Inc. d/b/a **WPLM-FM/AM**.

Promotion/Contest/Game Name:

Prize:

Total Prize Value: \$

Date Won: \_\_\_\_/\_\_\_\_/\_\_\_\_

I affirm and represent that: (a) I have read and fully complied with all of the Official Rules of the Promotion/Contest/Game (hereby the “Promotion”) and the General Contest Rules of Plymouth Rock Broadcasting Co., Inc. d/b/a WPLM-FM/AM (the “Stations”); (b) I have committed no fraud or deception in entering the Promotion or claiming my Prize; and (c) the General Contest Rules were posted on the Stations’ website at the time of the Promotion, the Stations announced on the air that the General Contest Rules were applicable to the Promotion, and the General Contest Rules have been made available to me at the time I am claiming the Prize. I understand that limitations for winning additional prizes apply to me and my household according to the Stations’ General Contest Rules, and I agree to abide by those limitations.

I further represent that I was at least 18 years of age, as of the date I entered this Promotion and as of the date of this Affidavit and Release, and eligible to participate in accordance with the Official Rules of the Promotion and the Stations’ General Contest Rules.

In consideration of the Prize, which I acknowledge is good, valuable and sufficient consideration:

1. I understand that any and all taxes which may be payable due to my receipt of the Prize shall be my sole responsibility, and I authorize the Stations to withhold any amounts required to be withheld pursuant to federal, state or local law. I agree to complete and submit an IRS Form W-9 or the equivalent including my full Social Security Number for receipt of any Prize valued at \$600 or more, or for any prizes awarded to me by the Stations in a calendar year with an aggregate value of \$600 or more. Following acceptance of the Prize, I understand I may receive a 1099-MISC for the tax year for which I accepted the Prize, not when the Prize was redeemed, stating the value of Prize(s) won from the Stations as determined by the Stations. I verify that acceptance of this Prize is of my own volition and that I have the right to decline acceptance of this Prize for any reason.
2. I am submitting this Winner’s Declaration of Eligibility and Liability Release Agreement (the “Release”) to Plymouth Rock Broadcasting Co., Inc. d/b/a WPLM-FM/AM with the understanding that it will be relied upon to determine whether I am entitled to receive the Prize described above, which I was selected to win as part of the Promotion. I understand and acknowledge that the Stations have no obligation under the General Contest Rules to provide any additional, separate, or substitute prize to me in connection with the Promotion.
3. I hereby agree to release, discharge, and absolve the Stations, their licensee, their parent, subsidiary or affiliated entities, their respective officers, directors, shareholders, employees, agents and representatives and all of their successors and assigns (the "Released Parties"), from all causes of action, losses, claims, liabilities, obligations, damages, and demands of any nature whatsoever, in law or in equity, which I or my heirs, executors or assigns may now or hereafter have for, upon or by reason of any matter, cause or thing whatsoever, which arises out of or relates in any manner to the Promotion and/or my participation in the Promotion and acceptance and use of the Prize. I agree not to file or cause or consent to be filed against any Released Party any suit, charge or action at law or in equity, in any venue, alleging any claim or cause of action arising out of or in connection with the Promotion or acceptance or use of the Prize. If applicable, the Release covers, including but not limited to and without limitation, all disputes and claims concerning the Prize, including but not limited to travel scheduling problems, transportation delays or failures, inadequacy of accommodations, lost luggage, accidents, illness, injuries and death.
4. I hereby agree that the Released Parties are not responsible or liable for a failure to supply the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Stations’ sole control. Upon awarding the Prize, I acknowledge that the Stations will have no further obligation to me.

5. I hereby acknowledge and agree that the Stations and Sponsors are not responsible for replacing or reimbursing me with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations, reschedules or delays are deemed beyond the control of the Stations and its Sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (*including threats*), war, illness, or any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders. Additionally, the Stations and Sponsors are not responsible for any work stoppage, bankruptcy, or other condition beyond the Stations' and Sponsors' sole control that may affect the Stations' and Sponsors' ability to provide the Prize. I agree that the Stations and Sponsors are not responsible for any expenses incurred by me as a result of such cancellations, delays, or other circumstances beyond the Stations' and Sponsors' sole control. In the event that the Prize is a trip, I understand that it is possible traveling may increase my risk of contracting COVID-19, and that in response to economic and/or social conditions engendered by the COVID-19 pandemic, the third-party vendor or Sponsor may have to modify, postpone, or cancel the trip. BY ACCEPTING THE PRIZE, I ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGE THAT MY PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGE THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES I AM PARTICIPATING IN AND I ASSUME THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREE THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

5. I hereby acknowledge and agree that the Released Parties are not acting as the manufacturer(s), supplier(s) or distributor(s) of the Prize, and that the Prize may have been made available to the Stations, to award to me, by a third-party Sponsor in return for promotional value provided by the Stations to such Sponsor. The Stations, acting as a consumer, may have accepted the Prize from a third-party for the purpose of awarding the Prize to a winner of the Promotion. I acknowledge that the Released Parties have not made any representations or warranties with respect to the Prize. I hereby agree to release, discharge and absolve the Released Parties from any and all claims, demands, actions, suits, losses, expenses, costs, and liabilities of any nature whatsoever which I, my heirs, executors, administrators and assigns, had, now have, or may hereafter have against any of them arising out of or in connection with the Promotion or the Prize. Nothing herein contained shall in any way limit my recourse against the manufacturer or the provider in the event I have any claims as a result of possession or use of the Prize.

6. I understand and agree that if I do not claim the Prize, sign any release and tax forms requested by the Stations or required by the Sponsor, and confirm my true identity with a proper form of identification presented to the Stations, I will assume the risk of its loss and forfeiture. I agree that the Stations are not responsible for the safe arrival of the Prize via mail and that it will not be transferred to me (the winner) without complying with all conditions detailed herein.

7. I hereby agree to grant to the Stations, their licensees, and their agents and assigns, without limitation, and without additional financial or other compensation, the right to use my name, likeness, portrait, recorded voice, and biographical material, in order to advertise, promote, or publicize the Stations, their licensees, the Promotion, and any advertisers and Sponsors associated with the Promotion and their products and services.

8. If any statement made by me in the Release is false, then, in addition to any other remedies that may be taken against me, I agree to forfeit and return the Prize to the Stations.

9. I understand that the release provisions contained herein are intended to be as broad and inclusive as permitted by law, and I agree that if any portion(s) thereof is/are deemed to be invalid, the remainder will continue in full force and effect. I acknowledge and agree that the Release is to be interpreted under the laws of the State or Commonwealth where the Stations are located, and I submit to the jurisdiction of the courts within this State or Commonwealth and waive all objections to the jurisdiction or venue of such courts. I agree that with respect to any suit, action, or proceedings relating to this Release, each party irrevocably submits to the exclusive jurisdiction of the courts of State or Commonwealth where the Stations are located, without any respect to the conflict of law doctrines, and irrevocably waive any objection to the laying of venue in any such court.

10. I further agree to not to make any disparaging, negative or defamatory comments, whether written or oral, about Plymouth Rock Broadcasting Co., Inc., d/b/a WPLM-FM/AM, the Promotion or the Prize. I hereby covenant and agree to not take any action that is designed or intended to have the effect of discouraging any listener, employee, customer, supplier, or other business associate of the Stations from maintaining a business relationship with the Stations.

## **NOTICE - PLEASE READ CAREFULLY BEFORE SIGNING**

**THIS IS A LEGALLY BINDING DOCUMENT WITH IMPORTANT LEGAL CONSEQUENCES, INCLUDING A RELEASE BY YOU, YOUR FAMILY, GUEST(S), HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS OF CERTAIN CLAIMS,**

**KNOWN AND UNKNOWN. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO READ, CONSIDER, AND ASK QUESTIONS ABOUT THIS DOCUMENT AND THAT YOU HAVE BEEN ADVISED BY THE STATIONS THAT YOU MAY CONSULT WITH AN ATTORNEY BEFORE SIGNING. BY SIGNING, YOU ALSO ACKNOWLEDGE THAT YOU HAVE FULLY READ, FULLY UNDERSTAND AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS CONTAINED IN THIS DOCUMENT.**

Winner's Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

D.O.B. \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_\_

SS: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Verified By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_