

The Tennessee Cobbler Company
MEDIA RELEASE & WAIVER OF LIABILITY

This **MEDIA RELEASE & WAIVER OF LIABILITY AGREEMENT** (“Agreement”) is made as of this ___ day of _____, 202_, by and between **THE TENNESSEE COBBLER COMPANY** (“TNCC”), a Tennessee Sole Proprietorship located at 1411 Litton Avenue, Nashville, TN 37216, and _____ (Participants name), with an address of _____, in relation to participation in the Cobbler Challenge (“Event”) held at 2808 12th Avenue South, Nashville, TN 37204 on the ___ day of _____, 202_.

This Event consists of the consumption of a large amount of cobbler and ice cream served in a skillet which participants have 1-hour to complete. There are risks which are inherent to participation in this Event, **including but not limited to**: choking, upset stomach, vomiting, burn from potentially hot skillet, sugar rush, allergic reaction, shortness of breath, lacerations, chipped teeth, cavities, weight gain, stomach rupture/distention, diabetic shock, loss of consciousness, cardiac arrest, heart palpitations, and/or death.

_____(Initial here) **I certify that I have read and understand the above statement in its entirety.**

I, _____, (Participant’s name) do hereby certify that I am at least 18 (“eighteen”) years of age and, being in good health, acknowledge that the risks enumerated within this document are inherent in participation in an event of this nature and may result in illness, injury, loss of life, or incapacitation.

My participation in the Event is voluntary and, as such, I assume all responsibility for any illness, injury, damage to personal property, and/or embarrassment which may result from my participation. TNCC, its affiliates and their respective employees, agents, successors and permitted assigns will not be held responsible or liable for any damages which occur during or after the Event.

_____(Initial here) **I certify that I have read and understand the above statement in its entirety.**

I acknowledge that by participating in the Event I am certifying that I have no known food allergies which could result in an adverse reaction, and that I have no health conditions that may put me at greater risk of harm and jeopardize my wellbeing as a result of my participation. I certify that TNCC will not be held responsible for any damages which may result from my withholding of known adverse health conditions and will not be held responsible for any damages resulting from any adverse health conditions which are unknown at the time of participation.

_____(Initial here) **I certify that I have read and understand the above statement in its entirety.**

This Agreement and my participation in the Event do not constitute a Partnership, nor should it be construed as creating any personal relationship between myself and TNCC and, as such, does not

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carry any additional duty of care on the part of TNCC. This Agreement does not guarantee my participation in the Event. TNCC reserves the right to refuse to allow any participant to participate for any reason in their exclusive discretion.

I shall defend, indemnify and hold harmless TNCC, its affiliates and their respective employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a breach of this Agreement by the Recipient or any of its representatives.

The signing of this Agreement does not demonstrate an admission of any wrongdoing on the part of myself or TNCC.

_____(Initial here) **I certify that I have read and understand the above statement in its entirety.**

I certify that this Agreement grants TNCC the exclusive right to use my image and likeness in text, photography, and video media formats in relation to my participation in the Event and that I agree to release the related media to TNCC for promotional purposes in their exclusive discretion.

_____(Initial here) **I certify that I have read and understand the above statement in its entirety.**

Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provisions and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

Any action or proceeding by either of the Parties to enforce this Agreement shall be brought solely in any state or federal court located in Davidson County, Tennessee. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

I certify that I have either consulted with legal representation or had the opportunity to do so prior to entering into this Agreement and have a complete understanding of the terms.

Participant

Date