

TOSHIBA CLASSIC “STAY AND PLAY” SWEEPSTAKES
Prize Winner’s Affidavit of Eligibility/Liability Release
(Print clearly in English—prize delivery depends on complete and correct address)

Winner:

Winner’s Name: _____

Winner’s Address: _____

Winner’s Phone Number: _____ Winner’s Age: _____ (MM/DD/YY)

Travel Companion (If Applicable):

Travel Companion Name: _____

Travel Companion Address: _____

Travel Companion Phone Number: _____ Travel Companion Age: _____ (MM/DD/YY)

1. Interpretation. If the winner is under the applicable age of majority, then the winner’s parent legal guardian must agree to the terms and conditions of this Affidavit and Release on behalf of themselves and the winner and use of the first person (“I”) in this Affidavit and Release will refer to both the winner and his or her parent or legal guardian.
2. Compliance with Official Rules. I have read, understand, and agree to all of the terms and conditions set forth in the Official Rules for the TOSHIBA CLASSIC “STAY AND PLAY” SWEEPSTAKES (the “Promotion”), sponsored by Hoag Hospital Foundation (“Sponsor”). I represent that I have complied with the Official Rules for the Promotion. I agree to return to Sponsor any prize which may be awarded to me if any statement made by me in this Affidavit and Release is false.
3. Affidavit Requirements. I understand that I need to sign and return this Affidavit and Release by the redemption deadline set by Sponsor, and if I do not, I will forfeit any prize I may otherwise have received.
4. Eligibility. Winner represents that he or she is eligible to participate in the Promotion in accordance with the eligibility criteria set forth in the Official Rules and that he or she is the applicable age of majority, if winner is under the applicable age of majority, winner’s parent or legal guardian represents that he or she has read, agreed to, and signed this Affidavit and Release. I understand that the Prize (as defined below) involves travel that must be completed between certain dates listed in the Official Rules; if I am unable to participate in the Prize trip during these dates, I understand that I will forfeit the Prize in its entirety.

5. Acceptance of Prize. The Prize to be awarded in this Promotion consists of: (a) The Balboa Bay Club & Resort- two (2) nights accommodations for winner and one (1) travel companion. (b) Pelican Hill Golf Resort- Round of Golf for winner and one (1) travel companion (c) Toshiba Classic- Two (2) VIP Hospitality Tickets for winner and one (1) travel companion. (d) oshiba Classic- Playing position in the Championship Challenge for winner. I understand and agree that by accepting the Prize, I do so knowingly, fully appreciating and accepting the actual or potential legal liability and/or risk of death or injury that may result from using or misusing the Prize and I personally assume all risks of injury or death, and hereby release Sponsor and its officers, directors, and employees, parent, subsidiaries and affiliated companies(“Promotion Parties”) from any and all liability of any kind, arising from or relating to acceptance, receipt, possession, use and/or misuse of the Prize.
6. Disclaimer of Warranties. I understand and acknowledge that the Promotion Parties make no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Prize. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I UNDERSTAND THAT THE PRIZE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION PARTIES DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
7. Taxes. I understand that all taxes (including, without limitation, federal, state, and local taxes) on or connected with any prize that is awarded to me, and the reporting consequences thereof, are my responsibility. If required by law, Sponsor shall be entitled to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. I certify that I have provided Sponsor with my correct Social Security number, if requested by Sponsor, and I am not subject to backup withholding.
8. Publicity Release. I agree that if I should become a verified winner, then (where legal) the Promotion Parties shall have the right, but not the obligation, to use my name, voice, and likeness, along with my address (city and state only) and any statements made by or attributed to me relating to the Promotion Parties and/or the Promotion in any and all media, now known or hereafter devised, in perpetuity and throughout the universe for advertising, marketing, publicity, and promotional purposes in connection with the Promotion and other promotions without further compensation, and I hereby release the Promotional Parties from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of my right of publicity, and defamation (including libel and slander).
9. Liability Release. On behalf of myself, my heirs, executors and administrators, and in exchange for receipt of the Prize, I hereby release and agree to hold the Promotion Parties harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to my participation in the Promotion, or arising out of my participation in any Promotion related activity, or my receipt, use or misuse of any prize that may be awarded to me. I understand and acknowledge that the Promotion Parties have not arranged for nor

carry any insurance of any kind for my benefit or for the benefit of my heirs, executors or administrators, and that I am solely responsible for obtaining and paying any life, health, travel, accident or other insurance relative to the use of the Prize. I agree that the above release shall be as effective as a full and final general release of all legal claims described in the release, whether I actually know about such claims or not, despite the fact that the California Civil Code Section 1542 or a similar law in another state may provide otherwise. I am aware that Section 1542 provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Winner: My Signature Below Represents That I Have Read, Understand, And Am In Agreement With All The Information And Statements Above.

Winner Signature: _____ Date: _____

Travel Companion (If Applicable): My Signature Below Represents That I Have Read, Understand, And Am In Agreement With All The Information And Statements Above.

Travel Companion

Signature: _____ Date: _____