

Affidavit of Eligibility, Liability & Publicity Release

This Affidavit of Eligibility, Liability & Publicity Release ("Affidavit/Release") must be read and signed by each person who is awarded a prize ("Prize") in Sweepstakes or Contests sponsored by SWI-DE, LLC (hereinafter "Sponsor").

I, Jeffery Parker, hereby represent and warrant that I am a legal resident of one of the fifty (50) United States (including the District of Columbia). My street address is: 1524 Spinaway Wheel Dr Lutz FL 33559, and my home telephone number is (813) 690-3678

I am submitting this Affidavit/Release to Sponsor with the understanding that it will be relied upon by Sponsor in connection with my having been awarded, subject to eligibility, one of the Prizes in the Undercrown Sun Grown Pewter Ashtray Promotion ("Promotion"), as such Prize is described in the Promotion's Official Rules (attached hereto as Exhibit A) subject to change as therein provided.

1. I hereby represent and affirm that I have read, have complied with, and will continue to comply with all of the terms and conditions as set forth in the Official Rules; that all of the information I have provided and will provide to the Sponsor has been and will be true, accurate, and complete; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Promotion; and that I have not sought to influence the outcome of the Promotion other than by participating in the Promotion as expressly permitted in the Official Rules.
2. I further represent that I am not an employee of Sponsor, its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and am not related to any such employee as a spouse, parent, in-law, sibling, or child and am not a household member of such employee.
3. I HEREBY RELEASE AND HOLD HARMLESS SPONSOR, AND ANY PROMOTIONAL PARTNERS, AND EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM MY ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON DEFAMATION, AND/OR INVASION OF PRIVACY. I UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING ANY ACTION AGAINST ANY RELEASED PARTY AND FROM RECOVERING ANY MONETARY DAMAGES OR OTHER RELIEF FROM ANY RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE. 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 Promotion. I agree to return immediately upon demand to Sponsor 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, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

4. I have been given a full opportunity to review this Affidavit/Release as well as the Official Rules for this Promotion. I fully and completely understand all of 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 grant to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use my name, likeness, biographical information, submission and any other information or materials provided by me, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including my submission file and content, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to me. I agree to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Promotion, and agree to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.
6. I acknowledge that I will be solely responsible for the payment of all taxes (including, without limitation, income taxes) and other costs or fees of any kind whatsoever payable in connection with the receipt or use of any Prize from Sponsor.
7. If any provision of this Affidavit/Release is found to be unenforceable in any respect by a court of competent jurisdiction, it is my intention and understanding that this Affidavit/Release shall nonetheless be enforced to the maximum extent to which it is found to be legally enforceable. TO THE EXTENT PERMITTED BY LAW, I WAIVE THE BENEFIT OF ANY PROVISIONS OF ANY STATUTE OR OTHER LAW THAT MIGHT ADVERSELY AFFECT THE RIGHTS OF ANY RELEASED PARTY UNDER THIS AGREEMENT.
8. This Affidavit/Release shall be governed by the laws of the State of Florida, without reference to its choice of law rules to the contrary. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Miami-Dade County,

Florida, with respect to any claim or suit arising out of or in connection with this Affidavit/Release, the Promotion, any delivery or failed delivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

9. This Affidavit/Release is the entire agreement between Sponsor and me with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between me and Sponsor or any other Released Party with respect to such matters. This Affidavit/Release may not be amended or supplemented except by a writing signed by Sponsor specifically referencing this Affidavit/Release.

THIS IS A LIABILITY RELEASE. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING.

I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Promotion. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly.

Name (PRINT): Jeffery Parker

Date: 4-16-18


Signature: 

EXHIBIT A

[see attached]