**GRAND PRIZE WINNER**

**LIABILITY & PUBLICITY RELEASE**

**Promotion:** **KAAL-TV WARMING UP WITH MR ROOTER Sweepstakes**

**Sponsor:** KAAL-TV, LLC, 1320 Salem Road S.W., Rochester, Minnesota  55902

**Promotional Participant**: Mr. Rooter

**“Grand Prize” –** A Mr. Rooter water heater. ARV: $3500.00. Water heater includes Mr. Rooter furnishing a 50 (or 40) gallon gas or electric water heater, including installation, removal and recycling of current water heater. If winner has existing power vent or tankless water heater Mr. Rooter shall at its sole discretion assess whether or not the water heater can be replaced. If prize is not compatible with existing space and unit, winner can arrange to have the required fuel services installed at their own expense and use the value of the water heater prize (up to $3,500) as a Mr. Rooter credit toward a different water heater model at mutual agreement of Mr. Rooter and winner. Winner shall be solely responsible for any costs exceed the $3,500 toward the water heater portion of the prize. Winner agrees to authorize the installation date of the new water heater and help arrange for the inspection by the city inspector on a date that is mutually agreeable to winner, Mr. Rooter and the inspector. Water heater is subject to the manufacturer’s warranties and guarantees. Sponsor shall have no responsibility associated with the water heater installation, removal of the old water heater, or any other claim arising out of the water heater portion of the prize. Any difference between the stated ARV and actual ARV will not be awarded. Prize consists of only those items specifically listed as part of the prize. The prize will be awarded only if the potential Grand Prize winner fully complies with the Official Rules. The prize is non-assignable and non-transferable and not redeemable for cash. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason. The Grand Prize winner must complete installation of the water heater within 30 days of being named the winner or prize may be forfeited and awarded to an alternate, time permitting, at Sponsor’s sole and absolute discretion. The Grand Prize winner is responsible for any other costs and expenses not specified herein as being awarded.

The undersigned hereby represents, warrants and covenants as follows:

1. I am executing and delivering this Release with the understanding that it and my agreement to the included terms will be relied upon to determine my eligibility to receive the Prize described above for which my entry has been selected in the above-referenced Sweepstakes.

2. I have read, understood and complied with, and will continue to comply with the Official Rules for the Sweepstakes, which are incorporated herein by this reference, and I have not perpetrated any fraud or deception in entering the Sweepstakes or in claiming the Prize. I understand that any violation of the Official Rules could result in my ineligibility to receive the Prize and/or in the revocation of the Prize. I further understand that in the event of a conflict between the terms set forth in this Release and the Official Rules, the terms in the Official Rules shall govern.

3. I am a resident of the Minnesota, am a single-family homeowner (not a condo, townhome, mobile or manufactured home) that is located within a 50 mile radius of Sponsor’s studio and am **21 years of age or older**.Neither I, nor any member of my immediate family or anyone living in my household (whether legally related or not), is an employee of KAAL-TV, LLC, Hubbard Broadcasting Inc., or each of their respective parents, affiliated and subsidiary companies (collectively, the "Sweepstakes Entities"), or (2) any of the Sweepstakes Entities’ advertising or Sweepstakes agencies including but not limited to Mr. Rooter (“Sweepstakes Providers”). “Immediate family” means parents, spouse, children, siblings, grandparents, stepparents, stepchildren and stepsiblings and their respective spouses, regardless of where they reside.

4. I hereby assume all risks associated with my acceptance, use or misuse of the Prize awarded in the Sweepstakes. I further agree that my participation shall be at my sole risk and decisions as to whether or how I participate in the Prize shall entirely be my responsibility**.** I hereby acknowledge and agree that the Prize described above is my sole and only prize as a Grand Prize winner in the Sweepstakes. I agree that there is notransfer, assignment, cash redemption, or substitution of the Prize allowed except by Sponsor, in its sole discretion. Sponsor reserves the right to substitute the Prize with another prize of equal or greater approximate retail value should the Prize become unavailable.

5. IN CONSIDERATION OF YOUR ALLOWING ME TO PARTICIPATE IN THE SWEEPSTAKES AND THE AWARDING OF THE PRIZE TO ME, I EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, OR LOSS I MAY SUSTAIN RELATED TO THE SWEEPSTAKES OR THE USE OF THE PRIZE, OR ANY SUCH PERSONAL INJURY, DEATH, OR LOSS ASSOCIATED IN ANY WAY WITH THE SWEEPSTAKES OR THE PRIZE, EVEN IF SUCH PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES (defined in Section 7 below). For purposes of this Release, the term “loss” shall mean all damages, losses, costs, and injuries of every kind and character, including, but not limited to, all economic damages, physical or property damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment. I understand that I am liable for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or by use or redemption of the Prize.

6. I understand that neither the Sponsor, Promotional Participant, nor their respective parent corporations, subsidiaries, affiliates, agents, successors, licensees, or assigns, or any other entity connected with the Sweepstakes will be responsible for any costs (including, without limitation, any federal, state or local taxes) I may incur in connection with the Sweepstakes or any Prize I may be awarded. I hereby release the Sponsor and Promotional Participant from all liability and will indemnify and hold the Sponsor and Promotional Participant harmless from any such costs and taxes. The Sponsor may deduct or require payment of any such costs and taxes before delivery of any benefit or Prize in accordance with applicable state, federal and other laws. The Sponsor will issue to me, or cause to be issued to me, an IRS Form 1099-MISC for the **FULL VALUE OF THE PRIZE.**

7. In consideration of my receipt of the Sweepstakes’ Prize, I, on behalf of myself, and my personal representatives, relatives, heirs, assignees, successors, executors and administrators, hereby permanently, irrevocably and forever release, indemnify, discharge and hold harmless the Sweepstakes Entities and Sweepstakes Providers and their respective parent corporations, members, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors, distributors, partners, licensees and assigns, and any entity or person connected with the Sweepstakes (collectively, the "Released Parties") from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with Sweepstakes and/or the receipt, possession, ownership, use or misuse of the Prize, as well as any and all claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy, violation of the right of publicity, infringement of copyright or violation of any other right arising out of or relating to any of the rights granted herein to the Sponsor. I further agree that I will indemnify and hold harmless the Released Parties from and against all claims, liabilities, losses or damages of any kind physical or personal (including, but not limited to, court costs and attorney’s fees) arising out of, connected with, or as a result of (i) my breach or alleged breach of this Release and (ii) my acceptance and use of any Prize. I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE I WILL LOSE ANY RIGHT I MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, I MAY SUSTAIN WHILE USING THE PRIZE, OR ARISING OUT OF OR AS A RESULT OF MY PARTICIPATION IN THE SWEEPSTAKES OR USE OF THE PRIZE, EVEN IF SUCH PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF MY PARTICIPATION IN THE SWEEPSTAKES OR USE OF THE PRIZE(S), EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT ON OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL OR LOSS I MAY SUSTAIN.

8. I acknowledge that neither Sponsor, Promotional Participant and the Released Parties, nor any agency have arranged for or carry any insurance of any kind for my benefit or that of my heirs, executors or assigns or administrators relative to my use or enjoyment of the Prize; and that I am solely responsible for obtaining and paying for any life, accident, property or other insurance relative to my use or enjoyment of the Prize.

9. I ACKNOWLEDGE AND AGREE THAT THE RELEASE I HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING, BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH OR LOSS I MAY SUSTAIN WHILE USING THE PRIZE, OR ARISING OUT OF OR AS A RESULT OF MY USE OF THE PRIZE(S), WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY MY SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES AND/OR OTHER THIRD PARTIES.

10. I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS RELEASE, THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW ALL OF THE ASPECTS OF THIS RELEASE WITH AN ATTORNEY, AND THAT I KNOWINGLY ACCEPT ALL OF THE TERMS OF THIS RELEASE IN THEIR ENTIRETY AND WITHOUT RESERVATION.

11. This Release and claims associated with it shall be construed according to the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. I acknowledge and agree that any claims associated in any way with this Release shall only be resolved according to the dispute resolution process provided in the Official Rules. I agree that the releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of any laws.

12. Except where prohibited by law, I hereby grant the Sponsor and Promotional Participant, throughout the universe and in perpetuity, the right to use and publish my name, voice, likeness, photograph, video, biographical and Prize information by any and all means, devices, processes and technology, and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional and/or other purposes related to the Sweepstakes without notice to me and without further compensation. I hereby acknowledge and agree that I reserve no rights with respect to such uses and that any and all of the rights granted to the Sponsor and Promotional Participant are freely assignable by the Sponsor and Promotional Participant.

13. I understand that I will be disqualified from receiving any Prize that may be awarded to me if any statement made by me in this Release is false or inaccurate.

14. I understand that the terms of this Release are confidential and I agree not to disclose them to third parties, except as required by law or in response to any subpoenas or other demands for information from any court or governmental agency.

15. Any waiver of any term of this Release in a particular instance will not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Release will in no way affect the validity or enforceability of any other part thereof. All remedies, rights, undertakings, obligations, and agreements contained herein will be in addition to and will not limit any other remedy, right, undertaking, obligation, or agreement of either party.

16. I have been given ample opportunity to read, and have carefully read, this entire Release. I fully understand its contents. I understand that I am bound by each and every term of it. This Release contains our entire understanding relating to my participation in the Sweepstakes and cannot be changed or amended except in writing signed by a Sponsor and me.

I declare under penalty of perjury that all statements made by me in this document are true. The name given below is my legal name.

 Date Telephone Number Name of Winner (Please Print) Date of Birth of Winner

 Address of Winner

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Signature of Winner Email Address