

DECLARATION OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

I, the undersigned, do hereby claim that I am a winner in the following tournament:

Tournament Name: _____

Location Name: _____

Prize Claiming: _____

Player Login Name: _____ Player PIN: _____

Congratulations! You are a potential prizewinner in the recent Promotion sponsored by AMI Entertainment Network ("Sponsor.") To confirm your eligibility, please complete the following Declaration of Eligibility and Liability/Publicity Release Form ("Declaration and Release"). Please read this document carefully before completing and signing.

I represent and affirm the following information:

- 1) I declare, under penalty of law, that I am at least 18 years of age and a legal resident of the United States.
- 2) I have read and complied with all the rules and regulations of the Promotion.
- 3) I have committed no fraud or deception in entering the Promotion or in claiming any prize.
- 4) I am the person who achieved the winning score in this promotion, for which I am making a claim.
- 5) I am claiming this prize within 60 days of the tournament end date.
- 6) The information I provide below regarding my name, address, and Social Security Number, for which I am making this claim, are to be considered true and accurate.

In consideration of the receipt of the above claimed prize, I give my consent to the Sponsor and its agents and assignees to use my name, photograph, or likeness in any and all advertising and promotional materials relating to Sponsor, the Promotion and similar promotions which may be offered by the Sponsor in any and all media, including on the Internet, without territorial, time, use or other limitation, without further obligation to me. I waive any right I may otherwise have to approve such use of my name, photograph, and likeness, and I release the Sponsor and its agents and assignees from any claim or liability arising out of any distortion which may arise in the reproduction of my name, photograph, or likeness.

I understand and acknowledge and hereby waive and release any and all rights, claims and causes of action whatsoever I may have against the Sponsor for heirs, my executors, administrators and myself. For the purpose of this waiver and release, "Sponsor" includes its affiliates, officers, directors, owners and employees, and their distributors, advertising and promotional agencies and fulfillment agencies. This waiver and release covers any damage, liability, costs, attorneys fees, and expenses whatsoever arising directly or indirectly out of my participation in the Promotion, or acceptance and utilization of any prize that I have won in the Promotion, and includes, without limitation, personal injury, property damage and death. I release the Sponsor from any loss or damage to property, for personal injury, illness or death, and for any damages and claims whatsoever arising from the action or inaction of any persons not directly employed by the Sponsor, or under its direct control.

I hereby agree that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its quality, merchantability, fitness for a particular purpose or mechanical condition.

I acknowledge that the Sponsor has not arranged for nor carries insurance of any kind for my benefit or that of my heirs, executors, and administrators relative to my use of the prize, and that I am solely responsible for obtaining and paying for any life, travel, accident, property, or other insurance relative to my use of the prize. I recognize that I may wish to seek independent counsel to determine the full extent of my tax liability under state or federal laws and regulations.

I agree to the following information:

- 1) I understand that I am entitled to receive the announced prize, that prizes are non-transferable, and that no substitutions will be made except at the sole discretion of the Sponsor or as provided in the Official Rules.
- 2) I agree to return immediately upon demand to the Sponsor any prize or the value of that prize which has been or may be awarded to me if any statement made by me in this Declaration and Release is false.
- 3) I acknowledge and agree that I am solely responsible for all federal, state and local taxes due as a winner of this Promotion, and all other expenses that may become due as a result of my winning the prize.
- 4) I agree to comply with all reasonable requests from Barnyard Throwdown and its representatives regarding any verification of my winning score, and/or the completion of any information contained on this form, including, but not limited to, demonstration of my playing skill, if so requested.
- 5) I have forfeited my prize if claiming 60 days after the end of the tournament date.

Please complete the information in its entirety:

Signature: _____ Date: _____

Print Name: _____ Birthday: ____ / ____ / ____

Address: _____ Phone Number: () _____

City, State, Zip: _____

Social Security #: ____ - ____ - ____ E-mail Address: _____

Once we receive your Declaration and Release and verify all eligibility qualifications have been met, your prize will be sent.

First time winners, please attach a legible copy of a Valid Picture ID for verification and mail documents to Merit Industries, Inc.

Repeat winners can fax or mail the signed form. Fax: (215) 689 – 3137.

AMI Entertainment Network.

National Prizes

155 Rittenhouse Circle

Bristol PA 19007

(800) 523 - 2760

www.amientertainment.com

Winners can e-mail prizes@amientertainment.com to have your questions answered by a member of the prize team.

Please Allow 3 to 6 Weeks for Delivery