

THE SUBWAY® JUMP START YOUR WEIGHT LOSS CONTEST

PARTICIPANT RELEASE

I, _____, have been selected as a Participant for Jump Start Your Weight Loss Contest. I am submitting this Participant Release (the "Agreement") in order to participate in the Contest and I hereby represent, warrant and agree as follows:

1. **Verification of Eligibility.** I hereby affirm that:

(a) My date of birth is _____ and I am _____ years old; my social security number is ____-____-____; and I am a legal U.S. resident, residing at (street address, city, state, zip) _____

(b) I am not now, and was not at the time I entered the Contest, an employee of WPXI, Inc. ("Sponsor"), Cox Broadcasting, Inc., Doctor's Associates Inc. d/b/a Subway Restaurants, Inc. ("Subway®"), or of any of their respective affiliated companies or advertising and promotional agencies, and that none of the members of my immediate family or other persons with whom I am domiciled are now, or were at the time I entered the Contest, employees of any of the foregoing entities.

(c) I do not belong to and am not affiliated with any professional acting or theater organization, such as SAG or AFTRA, that would require Sponsor to pay me a fee or other benefit for taking part in any Contest event.

(d) I am not pregnant, and I am healthy enough to participate in a rigorous exercise program and am free of any physical limitations, medical ailments, and physical or mental conditions that would limit or prevent me from participating in the Contest.

(e) I have committed no fraud or deception in entering or participating in the Contest.

2. **Rules.** I affirm that I have read, am in compliance with, and agree to continue to be bound by, the Official Rules of the Jump Start Your Weight Loss Contest, a copy of which is attached to this Agreement.

3. **Publicity Consent and Release.**

(a) **Publicity Consent.** I hereby consent to the recording and use by Sponsor and Subway, and by their respective affiliated companies, subsidiaries and advertising and promotional agencies, and the officers, directors, employees and agents of each (collectively, the "Promotion Parties") of my voice, actions, likeness, name, appearance, and biographical material in connection with the Jump Start Your Weight Loss Contest, including all of my rights of publicity and indicia of identity (collectively "Likeness"), as edited, altered, or modified by the Promotion Parties (in their sole and absolute discretion), in any and all media now known or hereafter devised, in any and all versions, worldwide in perpetuity, in connection with the Contest. I agree that the Promotion Parties may use all or any part of my Likeness and may alter or modify my Likeness regardless of whether or not I am recognizable. I further agree that Sponsor shall exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to the Contest, any footage or other materials produced for or in connection with the Contest, and in any materials that I have provided in connection with my Application Form or in connection with any related interviews or evaluations, and any other materials that I have provided or may provide in connection with the Contest (collectively, the "Materials"), including, without limitation, the right to edit, alter or modify the Materials and to use all or any part of the Materials and my Likeness in any and all media now known or hereafter devised in any and all versions worldwide, in perpetuity, and I voluntarily transfer to Sponsor all right, title, and interest, including all copyright rights, in and to all such Materials. I also agree that the Promotion Parties may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Contest.

(b) Personal Details. I understand that the operation and promotion of the Contest by Sponsor may reveal to the general public and to personnel of the Promotion Parties highly personal details about my medical history, weight loss challenges, health evaluation, and participation in the Contest. I freely grant Sponsor and the other Promotion Parties the right to make such disclosures and I hereby waive all rights that I might otherwise have to prevent such disclosures, including, without limitation, rights under the physician-patient privilege doctrine or similar doctrines, the federal Health Insurance Portability and Accountability Act ("HIPAA") or other applicable state or local statutes or regulations governing the disclosure of medical or other personal information, and all related regulations protecting the confidentiality and security of healthcare information.

(c) Publicity Release. I agree to release, defend, indemnify and hold harmless the Promotion Parties, and each of them, from and against any and all claims, actions, lawsuits, liabilities and expenses arising out of or relating to the recording or use of my Likeness, the Materials and/or any personal details of the nature described in Section 4(b), above. I agree not to make any claim against any of the Promotion Parties as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use violates any right of privacy and/or publicity).

4. Rights to Promotional Materials. I understand that I have no right to inspect or pre-approve any promotions, programs or programming created by Sponsor for broadcast on-air or display online in connection with the Contest (the "Promotional Materials") or the specific uses to which the Promotional Materials may be applied. I understand that I am to receive no monetary compensation in connection with my participation in the Contest and the Promotional Materials and that I am to receive no monetary compensation as a result of any use of the Promotional Materials anywhere in any media now existing or developed in the future.

6. Indemnity. I hereby agree to indemnify and hold harmless the Promotion Parties, and each of them, from and against any and all liabilities, claims, damages, costs, and expenses (including attorneys' fees) related to any injury of any kind to me or others, or damage to property owned by me or others, which may arise in connection with: (i) my breach or alleged breach of any representation, warranty or promise made by me in connection with the Contest (ii) the use of my Likeness or Materials, or (iii) any of my acts or statements relating to the Contest.

7. Voluntary Agreement. **I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, INCLUDING THE RELEASE OF LIABILITY AND INDEMNIFICATION OF THE PROMOTION PARTIES. I AM 18 YEARS OF AGE OR OLDER AND HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.**

By (signature): _____

Name (print): _____

Date: _____