



**PARTICIPANT LIABILITY WAIVER & RELEASE ("RELEASE")**

I, \_\_\_\_\_, in consideration of the opportunity provided to me by Citadel Broadcasting Corporation and its subsidiaries, d/b/a WIVK-FM (hereinafter referred to as "**Station**") to participate in the contest, event or promotion described below, do hereby irrevocably agree and consent to the following:

(1) Station, its subsidiaries, affiliates, parents, officers, directors, employees, agents and sponsors may use for advertising and/or promotional purposes, my name, image, photograph, voice and/or biographical information ("Material") on radio or TV broadcasts, newspaper advertisements and/or any other medium in connection with my participation in this promotion, contest and/or event without the payment of any additional compensation to me. I acknowledge that photographs may be taken of me at the contest, event or promotion described below and hereby consent to station's use of such images, including but not limited to posting same on the Station's website. I hereby waive any right that I may have to inspect and/or approve the Material, and am aware that any and all Material may be edited and juxtaposed with other material(s).

(2) By this document and in consideration of the opportunity and/or prize afforded to me in connection with my participation in said contest, promotion and/or event, the receipt of which I hereby acknowledge, I remise, release and forever discharge and agree to indemnify and hold harmless Station, its affiliates, parents, officers, directors, employees, sponsors, agents and all others connected with them and the promotion, contest and/or event from any and all liability, claims, actions and damages arising in any manner whatsoever from (a) my participation in the said promotion, contest, and/or event; (b) the use of any of the above mentioned Material; and (c) the receipt and the use of any prize(s).

(3) I hereby affirm that:

(a) I am at least 18 years of age, and I am not employed by the Station, its parents, affiliates or assigns, or any promotion, contest and/or event sponsor.

(b) No immediate family member (including spouse, parents, grandparents, siblings, children, and grandchildren) is employed by the Station, its parents, affiliates or assigns, or any contest sponsor.

(c) I had no knowledge that I would be selected to participate in or win in this promotion, contest, or event at any time prior to my actual selection and/or being awarded the prize, and I had no prior contact with any representative of the Station or any person in anyway connected with the Station or any sponsors on the basis of which I received information not generally available to the public, which was in any way helpful to me in being selected.

(4) I hereby agree that I will be entirely responsible for all income taxes, including all state, federal and local (if applicable) on my participation in this promotion, contest, prize and/or event, for which I may receive a Form 1099 for the year 2009. I certify that I hereby release Station and its sponsors from responsibility for withholding any taxes.

(5) Station is not responsible for any agreements made by me, verbal or written, to others due to my participation in this promotion, contest and/or event.

(6) I acknowledge that this opportunity to participate is not transferable to a third party nor is it redeemable for cash. I understand that if I do not provide Station or its sponsor (as applicable) with my social security number and sign this release that I will not be entitled to participate in the promotion, contest and/or event or to receive any prize(s).

(7) I acknowledge that I have been provided with a copy of the Official Contest Rules, if any, and have read and understand such rules and agree to comply with such rules.



Citadel Broadcasting Company

P. O. Box 11167 • Knoxville, TN 37939-1167 • (865) 588-6511 • Fax (865) 588-3725



(8) I acknowledge that my participation in the promotion, contest and/or event described below and my chosen activity as part of such promotion, contest and/or event is completely of my own volition. Further, I acknowledge that the activity I have elected to perform in connection with the promotion, contest and/or event may be potentially hazardous and involves certain inherent known and unknown risks. I represent that I have no medical conditions that would prevent me from participating in the promotion, contest and/or event and that I am physically, psychologically and medically able to participate in the activity I have elected to perform as part of the promotion, contest and/or event. I assume all risks associated with the activity I have elected to perform and the promotion, contest and/or event. **I UNDERSTAND THAT I MAY VOLUNTARILY WITHDRAWAL FROM THE PROMOTION, CONTEST AND/OR EVENT AT ANY TIME.**

I, on behalf of myself, my heirs, and assigns hereby waive and release Station, its subsidiaries, and affiliated companies and their officers, directors, employees, and agents from any liability and claims arising, directly or indirectly, in any manner whatsoever, out of my participation in this contest, promotion and/or event, including, but not limited to, any claims for personal injury, death, or negligence. I also expressly consent to any physical contact that might naturally result from the activity that I have selected.

(9) I have read this Release and understand what I have read. I acknowledge and understand that in signing this Release that I am voluntarily waiving certain legal rights and that I intend to do so and to be legally bound by the terms set forth herein.

PROMOTION/CONTEST/EVENT NAME: 2009 WIVK Christmas Parade presented by Fowler's Furniture

PRIZE DESCRIPTION: N/A

APPROXIMATE VALUE: N/A

**PARTICIPANT'S INFORMATION:**

NAME OF ORGANIZATION: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

DAYTIME PHONE #: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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