

**GENERAL RELEASE OF LIABILITY AND PUBLICITY RELEASE  
WHAT'S YOUR FRONTIER? PARK CITY WEEKEND GETAWAY SWEEPSTAKES**

I hereby submit this GENERAL RELEASE OF LIABILITY AND PUBLICITY RELEASE ("Release") understanding that Kodiak Cakes, LLC ("Sponsor") will rely on this Release in issuing the prize package from the What's Your Frontier? Park City Weekend Getaway Sweepstakes ("Sweepstakes") held from April 8, 2019 to April 12, 2019. *Please read this document closely to make sure you understand this document.*

1. I hereby acknowledge and accept that the Sweepstakes prize package was offered without any guarantees, representations and warranties, including any express, implied or statutory warranty or any representations or warranties concerning the appearance, safety or performance of any prize awarded.
2. I voluntarily agree to personally assume any and all risks of loss, damage or injury (including personal injury, property damage, disability and death) that may be sustained during my use and enjoyment of the Sweepstakes prize package, including without limitation the roundtrip travel to Park City, Utah, stay at the Frostwood Gondola Retreat, access and activities at the Park City Mountain Resort, and any other activities that I choose to engage in during my stay.
3. I, on behalf of myself and my heirs, executors, successors, agents and assigns, and all persons claiming through any of them ("Releasing Parties") do hereby release, discharge and hold harmless Sponsor, each of Sponsor's parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of each of their respective directors, officers, employees, owners, agents and assigns ("Released Parties") from any and all actions, causes of action, suits, claims, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs), at law or in equity, which any of the Releasing Parties may have against any of the Released Parties for any loss, damage or injury to property or person, including death, relating to or arising from the Services; provided however, that this release shall not apply to any action, causes of action, suits, claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs), at law or in equity, which arise solely from the gross negligence or willful misconduct of the Released Parties.
4. I further agree to indemnify and hold harmless the Released Parties from any claims, suits, actions, proceedings brought by any third party (including any judgments, damages, losses, attachments, costs, attorneys' fees, and any other liability) arising out of or resulting from my use and enjoyment of the Sweepstakes prize package, including without limitation any damages to the Frostwood Gondola Retreat (or such other accommodations as may be provided) during my stay, any ski or snowboard rentals or other amenities at Park City Mountain Resort or any other damages caused by me (or my guest, if applicable).
5. I grant to Sponsor, assignees, successors and to other such persons as Sponsor may designate, the absolute, irrevocable, worldwide, perpetual right and permission through the universe to use my name, likeness, persona, biographical data, voice, characterization or other resemblance of me (collectively, "Persona"), as such may be embodied in any pictures, photos, drawing, renderings, video recordings, audio recordings, audio-visual works, digital images, any written, taped, or recorded testimonial and/or interview and the like, in whole or in part (collectively, "Recordings"), which are provided to Sponsor by me (or on behalf of me) or taken or created by Sponsor or on our behalf, either alone or accompanied by other Recordings or materials, in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, commercial purposes, advertising or promotion of Sponsor, the Contest, and Sponsor's products and services, all without further consent or payment.
6. I agree Sponsor may create or have created Recordings bearing the Persona, at Sponsor's cost. At Sponsor's request, I agree to cooperate to schedule a time and location for the creation of such Recordings and Winner shall appear at the scheduled time and location. As between Sponsor and me, Sponsor shall be the owner of any Recordings created pursuant to this section and I shall not have the right to use such without prior written consent from Sponsor in each instance.
7. In the event I provide Sponsor with any materials or Recordings (collectively, the "Materials"), I hereby grant to Sponsor, its licensees, assignees and successors a non-exclusive, royalty-free license to reproduce, distribute, sell, exploit, or otherwise use such Materials to the same extent that Sponsor may use the Recordings.

8. I hereby warrant that (a) all Materials are owned by me; (b) I have all rights necessary to grant to Sponsor the rights to the Materials granted herein by me, iii) Sponsor's use of the Materials pursuant to this Release will not violate any third party rights or require Sponsor to make any payments. I indemnify, release and hold harmless Sponsor, its parent companies, affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotional agencies, Facebook, YouTube, Twitter, Instagram and their respective employees and agents from and against any and all direct and third party claims or actions, damages, expense or losses, including attorney's fees, relating to (x) copyright, invasion of privacy, defamation, false light or misappropriation of name, likeness or image, arising out of the use or publication of your Persona, the Recordings, or Materials, or (y) resulting from or by reason of the breach or alleged breach of any promise made by me herein. All grants, permissions, and consents and all covenants, agreements, and understandings contained herein are irrevocable and shall accrue to Sponsors' benefit and the benefit of Sponsors' affiliates, agents, attorneys, licensees, successors, and assignees.
  
9. I agree that this Release will be governed and construed under the laws of the United States and the State of Utah, without respect to conflict of law doctrines. All issues and questions concerning the construction, validity, interpretation and enforceability of this Release, or the rights and obligations of me in connection with this Release shall be governed by and construed in accordance with the substantive laws of the State of Utah 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. As a condition of using the prize package, I agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved exclusively before a court located in Utah having jurisdiction. Further, in any such dispute, under no circumstances shall I be permitted to obtain awards for, and I hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with licensing use of the Persona or Materials). I further waive all rights to have damages multiplied or increased.
  
10. I have had a full opportunity to review, analyze and ask questions in connection with this Release, including the opportunity to consult with my own lawyer, and voluntarily agree to this Release.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE REQUIREMENTS and, intending to be legally bound, I have executed this Release as of the date stated below:

Sweepstakes Winner or Guest:

Address: \_\_\_\_\_

By: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_/\_\_\_/2019

If the Sweepstakes winner invites a guest who is under 18 years of age, this release must be signed by the guest and his/her parent/guardian on behalf of the minor guest.

Parent/Guardian of Guest, if applicable:

Address: \_\_\_\_\_

By: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_/\_\_\_/2019