

EAST TEXAS POULTY FESTIVAL

Shelby County Chamber of Commerce

WING IT!

Accident Waiver & Release of Liability

I _____ (print name), the participant certify that I am over the age of 18 and that by participating in Shelby County Chamber of Commerce's Challenge "Wing It!" I understand that I will be eating chicken wings that are treated with the hottest ingredients and other seasonings & spices with an extreme degree of heat that include but are not limited to:

- Hot peppers & hot pepper extracts
- Mustard seeds & mustard seed extracts
- Proprietary powders and sauces

I acknowledge that participating in a hot wing eating contest carries with it the potential for serious injury and/or death. The risks include, but are not limited to, those caused by facilities, food, equipment, actions of other people, including, but not limited to participants, volunteers, spectators, event officials, event monitors, and/or producers of the event.

I acknowledge that by participating in a hot wing eating contest, I may become ill due to the spices on and heat of wings and will not hold anyone responsible for becoming sick.

I hereby assume all the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault. I certify that a qualified medical person has not advised me against participation in this event. I acknowledge that this accident waiver and release of liability form will be used by the event holder, sponsors, and organizers in the events which I may participate and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby act for myself, my executors, administrators, heirs, next of kin, successors, and assign as follow:

- A) Waiver, Release, and Discharge from any and all liability of my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me from this event, Shelby County Chamber of Commerce, the following entities or persons: Their directors, officers, employees, volunteers, representatives, and events, the event holders, event sponsors, event directors, event volunteers, and event officials.
- B) Indemnify and hold harmless the entities or persons mentioned in the paragraph from any and all liabilities or claims made by other individuals or entities as a result of any actions during this event.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the event.

I understand that at this event or related activities that I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and/or assigns.

I acknowledge that there could be a risk of personal injury, illness & possible loss of life, and risk of damage to or loss of personal property which may result from participating in this challenge. I confirm that I do not have a medical condition that could jeopardize my health or well being during or after the challenge.

I agree that I am taking on a challenge at my own risk and hereby certify that Shelby County Chamber of Commerce's Directors, Volunteers, Employees, or affiliates will not be held responsible or liable for any injuries, damage or loss of earnings caused during or after the challenge.

I confirm that I have read the rules of the challenge and hereby promise not to cheat and will obey them throughout the challenge. I also agree that all final decisions regarding disqualification shall be subject to the sole and complete discretion of Shelby County Chamber of Commerce.

This accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law.

I certify that the information provided and my signature indicates my understanding and assumption of the risks and my voluntary participation in the challenge.

Signed: _____

DOB: _____

Proof of Age: _____

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Rules and Grounds for Disqualification of the Wing It Challenge

Are you sure you want to do this? . . . There is no shame in backing out

- There are only 12 contestants. Try not to lose your nerve!
- You must eat 4 wings in 6 minutes.
- Any and all food allergies must be disclosed prior to accepting the challenge.
- All wings must be clean of meat.
- There is an 8-minute burn period after completion.
- You must stay standing for the full duration of the challenge.
- You must eat the chicken wings off the bone (no picking the meat off).
- You must not drink during the challenge and during the burn time.
- You must use your fingers to eat the wings.
- Gloves must be worn during the challenge.
- You may not wipe the sauce off the chicken wings.
- You must not be under the influence of any substance.
- You must complete and sign the disclaimer prior to the challenge.
- You cannot start the challenge prior to the starting signal.
- You cannot wipe your mouth with any form of cloth or clothing (including napkins) during the challenge.
- You cannot go to the bathroom during the challenge or burn time after.
- The challenge must be witnessed and timed by an authorized judge.
- You agree that any photos taken during the challenge can be used on Shelby County Chamber of Commerce's social media page and/or published in the local paper (win or lose).
- This event could cause an upset stomach. Hurling will result in instant disqualification and total shame.
- Remember you agreed to do the challenge. Don't blame anyone else.
- Have you made a will??
- Good luck, you will need it!
- Who can eat the most wings tossed in ridiculously hot sauces?
- Winner will receive a trophy and bragging rights!
- There will be no tie – one winner

CONTESTANT APPLICATION FORM

First Name: _____

Last Name: _____

Address: _____

Phone(s): _____ Home: _____ Cell: _____

Email: _____ Age: _____

WAIVER AND RELEASE OF LIABILITY

Attached on page 2.

**I HAVE READ THIS AGREEMENT, WAIVER AND RELEASE(ATTACHED), AND
AGREE TO ACCEPT ITS TERMS.**

Printed Name

Date Signed

Participant Signature