



Independent Insurance Agents
& Brokers of America, Inc.



PRISIM COLLEGE AGENCY MANAGEMENT CHALLENGE AFFIDAVIT OF ELIGIBILITY AND RELEASE OF LIABILITY/PUBLICITY

This Affidavit of Eligibility and Release of Liability/Publicity (“Agreement”) is agreed to by any entrant, participant, designated mentor and/or winner in connection with the PriSim College Agency Management Challenge (“Contest”) sponsored by InVEST and the Independent Insurance Agents & Brokers of America, Inc. (“IIABA”) Diversity Council (“Sponsor”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I represent that I satisfy all eligibility requirements set forth in the Official Rules for the College Agency Management Challenge (“Official Rules”), which I acknowledge having read and understood, and any other requirements imposed by law, and that I am otherwise eligible to be selected as a Winner. I accept all conditions stated in the Official Rules and acknowledge that Sponsor has fully complied with its obligations under the Official Rules.
2. I am at least 18 years of age and am not: (a) an employee of InVEST, IIABA or member of such employee’s immediate family; (b) an employee of Sponsor or its subsidiaries or corporate affiliates, or a member of such employee’s immediate family; or (c) a Convention exhibitor (“Exhibitor”), an employee of Exhibitor or its subsidiaries or corporate affiliates, or a member of such employee’s immediate family. There are no circumstances that would make my winning the Prize illegal, fraudulent or unfair.
3. I understand that my right to receive the Prize may not be transferred, substituted for another prize or exchanged for cash, and that I am solely responsible for all taxes or governmental fees, and for all other necessary and/or incidental costs and/or fees, due or incurred in receiving or using the Prize.
4. I expressly grant to Sponsor and its officers, directors, employees, agents and any and all of their company partners or corporate sponsors; and their assigns, in connection with any educational, informational, promotional, advertising or other presentations (collectively “Presentations”) made by, for or on behalf of Sponsor, the absolute, perpetual and irrevocable right to (1) use, communicate, reproduce, re-use, alter, change, modify, edit, digitize, publish copyright, and/or trademark (collectively “Use”) Presentations containing or incorporating my name, physical likeness and reproductions of my physical likeness; (2) Use Presentations containing or incorporating any recording of my voice and all sounds I produce; (3) and 3) Use all of the foregoing in connection with any showing, print, broadcast, podcast, promotion, advertisement, editorial, news/information, education, exploitation and/or publication of any such Presentations in any way and in any media, now known or hereafter created, including, but not limited to, in business meetings, on broadcast media, on websites, and in social media. I further expressly grant to Sponsor all right, title and interest in and to the Presentations I have or may have irrevocably, exclusively and in perpetuity. I agree that I shall not be entitled to any payment or compensation of any kind in connection with Use of the Presentations, and hereby waive all present and future such claims.
5. I acknowledge that my acceptance of any Prize is solely at my own risk. Therefore, I, on behalf of myself and my assigns, heirs, devisees, and estate (collectively “Successors”) hereby unconditionally and forever release, discharge and agree to hold harmless Sponsor and its corporate affiliates, as well as its officers, directors, and employees (collectively “Releasees”) from any and all claims, damages, losses, liabilities, judgments or settlements, including, without limitation, attorney’s fees and the costs of investigation and defense incident thereto (collectively “Claims”) arising out of or relating to: (a) the

Contest; (b) any use by Sponsor of information about me, including my likeness; (c) my acceptance of the Prize, use of, and/or inability to use the Prize; (d) any warranty or representation concerning the nature, condition or value of the Prize; or (e) injury to any person or property resulting from use of the Prize, even if such harm is caused solely by one or more of the Releasees. I specifically understand and agree that this Release will prevent me and my Successors from bringing a Claim against Releasees and from recovering any monetary damages or other legal relief from Releasees in connection with any Claim.

6. 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 the promotion or the Prize, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

7. This Agreement constitutes the entire agreement between me and Sponsor concerning the subject matter hereof, and supersedes all prior understandings and writings concerning the subject matter hereof, and may be amended or modified only by a writing signed by me and Sponsor. If any term of this Agreement, or the application hereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons, entities, and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Releasees under this Agreement.

8. This Agreement shall be governed exclusively by the laws of the Commonwealth of Virginia, without reference to its conflicts of law rules, and the venue for all proceedings shall be Alexandria, Virginia.

9. I acknowledge and agree that my consent to the terms set forth above is a material inducement for Sponsor to award the Prize to me and that Sponsor would not do so in the absence of my consent.

By signing below, I certify and represent that I have read the foregoing, fully understand the meaning and effect thereof, agree to all of the terms, and intend to be legally bound. I further certify and represent that I am least 18 years old, and am signing this Release and Authorization on my own behalf and of my own free will. I further hereby grant IIABA permission to communicate with me in any format using the information provided below.

Signature: _____

Print Name: _____

School: _____

Telephone Number: _____

Email Address: _____

Date: _____