

Creativity Heals Hawaiian Vacation Contest

WAIVER AND RELEASE OF LIABILITY

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In consideration of the monetary or physical risk of participating in the Creativity Heals Hawaiian Vacation Contest (the "Contest"), and as consideration for the right to participate in the Contest, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Contest and accept prize winnings as outlined in the Terms and Conditions. I hereby waive and release any liability and rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Contest, and do hereby release and forever discharge Creativity Heals, located in the Los Angeles, CA region, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical, psychological, or financial damages as a result of participating and traveling, including but not limited to illness, paralysis, death, economical, or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Contest including traveling as a winning participant of this contest.

I am voluntarily participating in the aforementioned Contest and I am participating in the Contest entirely at my own risk. I am aware of the risks associated with participating and traveling, including ground transportation and commercial flying. I understand the risks, injuries, damages, or unfavorable outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Contest. Nonetheless, I assume all risks, both known and unknown to me, of my participation in this Contest and those included in redemption of the Grand Prize (Hawaiian vacation package).

I agree to indemnify and hold harmless Creativity Heals against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Creativity Heals incurs any of these types of expenses, I agree to reimburse Creativity Heals.

I acknowledge that Creativity Heals and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Creativity Heals.

I acknowledge that I am the winner of the Creativity Heals Hawaiian Vacation Contest. I agree that, as the Contest winner, I will be provided with two (2) Orbitz Delta Airline vouchers and that this release of liability applies to any and all individuals redeeming the vouchers. I acknowledge that, as a condition of my participation and resulting prize, I must redeem the Orbitz Delta Airlines voucher by 1/21/15. I acknowledge that I must redeem the Castle Resorts & Hotels voucher by 3/15/15. I acknowledge that travel must be complete by December 2015. I acknowledge that I have read and agree to the Terms and Conditions that have been made available to me prior to participating in the Contest.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I agree to release and discharge Creativity Heals and all of its affiliates from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Creativity Heals for personal injury, property damage, or financial loss.

Participant's Name _____ Initials _____

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To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Creativity Heals, its agents, and employees.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Creativity Heals agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that is a release of liability and a contract that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Participant's Signature: _____

Date: _____