

Fetterman's Inaugural Hot Dog Eating Contest Waiver Form

Event Details:

- **Event Name:** Fetterman's Inaugural Hot Dog Eating Contest
- **Date:** July 4, 2025
- **Time:** 11:00 AM
- **Location:** Platte County Courthouse Steps, Downtown Platte City, MO 64079

Contestant Information:

- **Name:** _____
- **Age Division: (Must Check One Box)**
 - ☐ 9 & Under
 - ☐ 10yo – 13yo
 - ☐ 14 & Over
- **Date of Birth:** _____
- **Parent/Guardian Name (if under 18):** _____
- **Parent/Guardian Contact Number (if under 18):** _____

Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

Introduction:

Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (this "Agreement") carefully before signing. This Agreement informs you about your responsibilities and assumption of risks, and it includes a release of liability, indemnification, and surrender of certain legal rights.

For Participants under 18 years of age, a Parent or Legal Guardian must sign this Agreement. "I," "me," or other first-person references shall include both the Parent(s) and the minor Participant unless the context requires otherwise. References to "Participant" include both minor and adult Participants.

Acknowledgment and Assumption of Risks:

Participating in a hot dog eating contest involves inherent and other risks, hazards, and dangers that can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability, or death to the Participant or others. Risks include but are not limited to choking, gastrointestinal distress, allergic reactions, and other physical injuries. These risks can be known, unknown, anticipated, or unanticipated. I understand that my participation in this event is purely voluntary and that I assume full responsibility for any risks of injury, damage, or other loss that may result from my participation.

Release and Indemnity Agreement:

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights. The undersigned agree(s) as follows:

1. I hereby release, waive, forever discharge, and covenant not to sue Fetterman's Deli LLC, event organizers, sponsors, volunteers, and any affiliated entities (collectively referred to as the "Released Parties") with respect to all losses, damages, expenses, claims, causes of action, or other liabilities (including attorneys' fees and costs), whether known or unknown, arising out of any injury, damage, death, or other loss to me or my child in any way connected with my/my child's enrollment or participation in the hot dog eating contest, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.
2. I hereby agree to defend, indemnify ("indemnify" meaning protect by reimbursement or payment), and hold each of the Released Parties harmless with respect to all losses, damages, expenses, claims, causes

of action, or other liabilities (including attorneys' fees and costs), whether known or unknown: a. Brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death, or other loss to me or my child in any way connected with my/my child's enrollment or participation in the hot dog eating contest, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties. b. Brought by a co-participant or any other person, arising out of any injury, damage, death, or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in the hot dog eating contest, regardless of the negligence of any person, including but not limited to the negligence of any one or more of the Released Parties.

This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of any one or more of the Released Parties and includes, but is not limited to, claims for personal injury, property damage, wrongful death, products liability, breach of contract, or otherwise.

Miscellaneous:

- I authorize event staff or any of the Released Parties to obtain or provide or not provide medical care for me without liability and to transport me or not transport me to a medical facility. I agree to pay all costs associated with such medical care and transportation.
- I authorize Fetterman's Deli LLC to use any photograph, video, or other image of me taken at the event for promotional materials, with no compensation to me.
- This Agreement shall be governed by Missouri state law exclusive of its choice of law provisions. Any mediation, arbitration, lawsuit, or other proceeding arising out of or relating to my enrollment or participation in the event must be filed in the State of Missouri.
- I voluntarily waive any right I may have to a trial by jury in any action involving any one or more of the Released Parties.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon myself and my family, heirs, executors, personal representatives, estate, and my successors and assigns.

Participant Signature:

- **Signature:** _____
- **Date:** _____

Parent/Guardian Consent (if under 18): I am the parent or legal guardian of the above-named Participant. I have read and understand this Agreement and consent to my child's participation in the event. I will be present at the event.

- **Parent/Guardian Name:** _____
- **Parent/Guardian Signature:** _____
- **Date:** _____

Submission Instructions: This signed form must be submitted by 5:00 PM on July 3rd at Fetterman's, 2405 NW Prairie View Rd, or by 10:30 AM at the contest location on the day of the event.