



The Asian Food Challenge 2009
Health Release and Liability Waiver

HOLD HARMLESS AGREEMENT FOR RELEASE OF LIABILITY

SIGNATURE REQUIRED PRIOR TO CONSIDERING REQUEST

I hereby represent and warrant that I am at least eighteen (18) years of age, a resident of the United States and in good physical and mental health and do not suffer from any mental or physical condition or disability which might render my participation in the Asian Food Challenge hazardous to myself or to others or which would impair my ability to understand this health release.

I (Print name: _____) understand that food items (such as but not limited to seafood obtained from open waters) may contain bacteria or other harmful substances that cannot be detected by Pacific Media Association.

Accordingly, I agree that in consideration of PMA's allowance of such service of food items consumed by me that:

- 1) I assume all risk of personal injury, illness or death arising out of or resulting from such preparation and/or service of and my consumption of food items provided by PMA/The Asian Food Challenge;
- 2) I release, waive and discharge the Pacific Media Association (PMA) and its owners, subsidiaries and affiliated entities (including Hilton Hotels Corporation) and their respective owners, directors, officers, partners, and employees, and agents (hereafter referred to collectively as the "Releasees") from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death (collectively, "claims") arising out of or resulting from the preparation, service, or consumption of the food items consumed by me. This indemnity obligation shall also include reasonable attorneys' fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any claims made against Releasees;
- 3) I agree to indemnify and hold the Releasees harmless from any claims released under Paragraph (2) above or incurred by the Releasees in defending against any claims or liabilities released under Paragraph (2) above; and,
- 4) I agree that this Release Agreement will be binding on me and my executors, administrators, personal representatives, heirs and minor children.
- 5) I have been informed and I fully understand that any information given to me by experts, health professionals, personal trainers, nutritionists or physicians, or anyone else on behalf of the Asian Food Challenge, including, without limitation, is intended to be used for informational purposes only in my sole discretion. Such information is not medical advice, and I understand that I am encouraged to consult my own health care provider before using any such information, especially if I have food allergies, take any medications and/or am being treated for any illness or condition. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk.



- 6) I understand that, as a direct and/or indirect result of my participation in the Challenge, there is a possibility of risk of serious physical injury, physical disability and/or death to myself or others. I hereby agree and acknowledge that I am voluntarily participating in the Challenge with full and complete knowledge of the risks and dangers involved. I hereby agree to accept and assume any and all risks of any nature whatsoever including, without limitation, personal and emotional injury, physical disability, and/or death and will release and hold Pacific Media Association (PMA) Management and their parents, subsidiaries, and affiliates (and their respective officers, directors, agents, employees, stockholders and sponsors) (collectively, the "Releasees") harmless from any and all liabilities, claims, demands, causes of action, damages, costs, expenses and obligation of any nature whatsoever for any such injuries, disabilities or death that I may sustain as a result of my participation in the Asian Food Challenge whether caused by the negligence of the Releasees or otherwise.

It is understood and agreed that this Hold Harmless Agreement/Release shall not be construed as an admission of liability, and that any such admission is hereby expressly denied.

I further state that I have carefully read the foregoing Hold Harmless Agreement/Release, understand the contents thereof, and voluntarily sign the same.

Signature

Date

Print your name

PLEASE SIGN, DATE, AND PRINT YOUR NAME ON THIS FORM BEFORE SUBMITTING TO PMX PROGRAMMING. FAILURE TO DO SO FORFEITS YOUR RIGHT TO ENTER THE ASIAN FOOD CHALLENGE.