

WAIVER OF LIABILITY

- a. **Hold Harmless.** Nominee (includes Nominee, Finalist, or Winner) understands and agrees that not all entrants will receive a prize, and further waives any consideration and all claims known or unknown that Nominee may have together or separately against the companies East Mountain Roofing, Edgewood Chamber of Commerce (dba Greater Edgewood Area Chamber), their employees, contractors, or any other person or entity affiliated or acting on behalf of the Companies as of the effective date of this Agreement. Nominee agrees not to file suit, or initiate a proceeding, claim or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on Nominee's behalf, against the Companies related to any events concerning Nominee's application, participation, or outcome of same with the Companies. If Nominee breaches this Agreement by filing a lawsuit based on claims that Nominee was dissatisfied, disqualified, or harmed by participation in contest or events related to contest, Nominee will pay for all costs incurred by the Companies, including reasonable attorneys' fees, in defending against Nominee's claim.
- b. **Indemnification.** Notwithstanding any contrary provision contained in this Agreement, any election hereunder or any termination of this Agreement, and whether or not this Agreement is otherwise carried out, the provisions of Section 7 shall remain in full force and effect and shall not be in any way affected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.