

## CARVIN AUDIO GENERAL RELEASE

### AFFIDAVIT OF ELIGIBILITY, WAIVER OF LIABILITY, GENERAL RELEASE AND COVENANT NOT TO SUE

I, the undersigned ("Releasor"), have voluntarily chosen to participate in the Carvin Audio give away sweepstakes (the "Activity") and accordingly, as a condition of participating in the Activity and for other good and valuable consideration, receipt of which I acknowledge, and intending to be legally bound, grant Carvin Audio, and its subsidiaries, parent companies and affiliates this waiver of liability, general release and covenant not to sue (this "Release") and agree as follows:

1. Releasor represents and warrants to Carvin Audio that he or she (1) has been provided with, read and understands the Official Rules governing participation in the Activity, (2) was 18 years of age or older at time of entry for the Activity and (4) meets all other eligibility requirements set forth in the Official Rules governing participation in the Activity.

2. Releasor acknowledges and agrees that he or she is voluntarily participating in the Activity, that he or she recognizes the potential hazards of participation in the Activity (including but not limited to risk of accident, injury, serious injury, death, or property loss), that he or she can avoid such risks by choosing not to participate in the Activity, and agrees to assume all such risks related to participation in the Activity.

3. Releasor agrees and covenants, and agrees and covenants on behalf of his or her family, heirs, personal representatives executors, assigns and insurers (collectively, "Releasor Affiliates"), to release, acquit, hold harmless, waive and forever discharge Carvin Corp. and its respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees") from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected (collectively, "Claims"), including but not limited to Claims arising on account of, or in any way growing out of, this Release, Releasor's participation in the Activity, Releasor or Releasee's negligence or the negligence of any other Activity participant, or the use of any Images (as defined below).

4. Releasor agrees and covenants, and agrees and covenants on behalf of the Releasor Affiliates, not to file any claim, lawsuit or other proceeding, whether judicial or administrative, against the Releasees for any Claim.

5. Releasor understands, acknowledges and agrees that:

(a) Releasor is relying entirely on his or her own judgment, belief and knowledge in deciding to participate in the Activity;

(b) Releasor has not been influenced to any extent whatever in making this Release by any representations or statements made by the Releasees;

(c) Releasor recognizes and acknowledges that Carvin Corp. makes no warranties, express or implied, as to the Activity; and

(d) Releasor, in signing this Release, intends to bind his or herself and the Releasor Affiliates.

6. This Release is given for the benefit of the Carvin Corp. and the Releasees and all others who may be liable to Releasor for Claims arising out of Releasor's participation in the Activity.

7. Releasor irrevocably assigns, transfers, and grants Carvin Corp. all rights, title, and interest (including all publicity rights) in Releasor's name and in any and all pictures, photographs, videos, or other images (collectively "Images") in any format taken of Releasor by any Releasee, and agrees that Carvin Corp. may use, publish, copyright, and distribute the Images for any reason or purpose whatsoever, including but not limited to commercials, posters, billboards, and any other publicity or advertising media for Carvin Corp.

8. This Release and the rights and obligations of the parties will be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of laws. Any legal action or proceeding brought by any party arising out of or relating to this Release must be brought in state or federal courts sitting in San Diego County, California. Releasor irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in San Diego County, California for all legal actions and proceedings arising out of or relating to this Release.

9. This Release contains the entire agreement between and among Carvin Audio and Releasor, and the terms of this release are contractual and not a mere recital. This Release may only be amended, superseded, cancelled, renewed or extended by a written instrument signed by both Carvin Corp. and Releasor.

I, the undersigned, have carefully read the foregoing Release, know and understand its contents, and sign this Release voluntarily as my own free act, with full knowledge of its significance, intending to be legally bound.

**RELEASOR**

Releasor's Address:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Releasor's Telephone Number:

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