



2016 VANTAGE WEST SCHOLARSHIP

AFFIDAVIT OF ELIGIBILITY, PUBLICITY RELEASE AND LIABILITY WAIVER

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the “**Affidavit of Eligibility and Release**” or “**Agreement**”) is agreed to by the person (“**Winner**”) who is awarded a prize consisting of a \$1,000.00 Educational Scholarship Award (the “**Award**”) in the Vantage West Credit Union Scholarship Program (the “**Scholarship**”) sponsored by Vantage West Credit Union (“**VWCU**”).

If Winner is a minor (as defined by the laws of the state of the Winner’s residence), Winner’s parent or legal guardian agrees to the terms set forth herein on behalf of the Winner. Winner is referred to below as “I” or “me”. In consideration for entry into the Scholarship, and receipt of the Award, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (and if I am a minor, my parent or legal guardian) hereby agree as follows:

1. Eligibility. I represent that I satisfy all eligibility requirements (e.g., as to my age, place of residence, lack of affiliation with VWCU as an employee, volunteer or previous Scholarship recipient) set forth in, and have otherwise complied with, the 2016 Vantage West Scholarship Official Rules (the “**Official Rules**”), which I acknowledge having read and understood. The Scholarship is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Permission to Use Likeness; Publicity Release. I give permission irrevocably and in perpetuity to VWCU to use my name, likeness, voice, photograph, biographical and Award information, and statements for publicity, marketing, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, including the right to edit, modify, adapt, or manipulate any material I submitted and/or entered into the Scholarship in any manner in connection therewith, without additional compensation, notice or limitation of any kind.

3. Tax Consequences. Taxes (if any) are my sole responsibility.

4. No Warranties Regarding Scholarship. VWCU makes no (and disclaims all) warranties whether express or implied regarding the Award and Scholarship. I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN THE SCHOLARSHIP, AND/OR RECEIPT OR USE OF ANY AWARD IS SOLELY AT MY OWN RISK.

5. RELEASE. I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, “**SUCCESSORS**”), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS VWCU AND ITS DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, AGENTS, AND INSURERS (COLLECTIVELY, “**RELEASED PARTIES**”), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES DIRECTLY OR INDIRECTLY RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, “**HARM**”) THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF ANY USE BY VWCU OF MY NAME, LIKENESS AND BIOGRAPHICAL OR OTHER IDENTIFYING DATA OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY AWARD AWARDED TO ME, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE “**RELEASED CLAIMS**”).

I HEREBY AGREE TO INDEMNIFY VWCU AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL HARM INCURRED BY VWCU AND ANY OTHER RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY RELEASED CLAIMS OR IN CONNECTION WITH ANY THIRD PARTY CLAIMS (INCLUDING BASED ON VIOLATIONS OF INTELLECTUAL



PROPERTY RIGHTS OR PUBLICITY OR PRIVACY RIGHTS) BASED ON THE MATERIALS I SUBMITTED TO VWCU OR BASED ON VWCU'S USE OF SUCH MATERIALS.

I SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST VWCU OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM VWCU OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

6. Reformation. If any provision of this Agreement is found to be unreasonable or unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

7. Dispute Resolution. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES. ANY DISPUTE REGARDING THIS AGREEMENT, THE SCHOLARSHIP AND/OR THE AWARD IS EXCLUSIVELY SUBJECT TO BINDING ARBITRATION (WITH ONE ARBITRATOR SITTING) IN TUCSON, ARIZONA, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. I HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE SCHOLARSHIP. IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. I FURTHER WAIVE ANY OBJECTION TO VENUE IN TUCSON, ARIZONA, WHETHER SUCH OBJECTION IS BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON CONVENIENS OR THE LIKE. TUCSON, ARIZONA SHALL BE THE EXCLUSIVE VENUE AND JURISDICTION TO RESOLVE ANY DISPUTES RELATING TO THE SCHOLARSHIP AND I IRREVOCABLY SUBMIT TO JURISDICTION IN THE STATE OF ARIZONA IN CONNECTION THEREWITH.

8. Entire Agreement. This Agreement, together with the Official Rules, constitutes the entire agreement between myself and VWCU with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between myself and VWCU or any other Released Party. This Agreement may not be amended or supplemented except by a (paper) writing signed by VWCU.

**If Scholarship Winner is Currently Below the Age of 18,
a parent or legal guardian of the winner must also sign this form**

Scholarship Winner's Name: _____
(Please print name)

Winner's Signature: _____ **Date:** _____

Winner's Address: _____ **Date of Birth:** _____

Primary Telephone: _____ **Email:** _____

Name of Winner's Parent/Legal Guardian: _____
(Please print name)

Parent/Legal Guardian's Signature: _____ **Date:** _____