



2019 Magna Hoedown Showdown Release Form

By signing this Competition Application and Release Form the Competitor (and Parent/Legal Guardian if applicable) declares, confirms and agrees as follows:

1. All of the information noted above is true, accurate and complete;
2. I have read, understood and complied with and will continue to comply with the *Hoedown Showdown* Competition Rules which can be found at www.hoedown.ca/showdown;
3. I am available to perform on all Competition Dates listed above;
4. I will accept any prize as awarded and agree that all costs and expenses incurred by me in participating in the Competition, including claiming or using any prize, will be my sole responsibility;
5. I hereby fully and irrevocably release and forever discharge Magna International Inc. ("Magna") and its affiliates, and its and their respective employees, shareholders, officers, directors, agents and representatives (the "Releasees"), and their respective assigns, successors and licensees, of and from any and all claims, demands, damages, proceedings, actions or causes of action (whether known or unknown) whatsoever, both in law and in equity ("Claims"), which I or any of my executors or administrators or personal representatives may now or hereafter have against them or any part of them, for or by reason of or in respect of my participation in the Competition and my acceptance and use of any prize. This release covers, without limitation, any damage, liability, costs, legal fees and expenses whatsoever arising directly or indirectly out of my participation in the Competition, out of my acceptance, use or possession of any prize awarded to me in the Competition, and includes, without limitation, Claims based on invasion of privacy/publicity, libel, slander, defamation, and portrayal in a false light and any Claim relating to the exercise of the Licensed Rights;
6. I hereby grant to the Releasees the non-exclusive, irrevocable, royalty-free, fully paid, perpetual, transferable and universal license to use, exploit, publish, record, synchronize, publicly perform, broadcast, delete, modify or display, make copies of, reproduce in any manner, create derivative works from, sublicense, make available, in any media whatsoever, now known or hereafter created, including, without limitation, the Internet, through-out the world in perpetuity, my performances and appearances, musical compositions controlled by me, my comments, and my name, city of residence, photograph or other likeness, image or voice arising out of my participation in the Competition (the "Licensed Rights"). I hereby assign to Magna any and all copyright interest, of any nature or kind, which I may have in any of the foregoing, and waive on an irrevocable basis any and all moral or author's rights in any of the foregoing in favour of the Releasees, their respective successors, licensees and assignees, and authorize the Releasees to exercise the Licensed Rights, for eternity and in any manner they see fit, for any purpose in connection with the Competition and for promotional purposes;
7. This general release applies to all Claims I may have or that may later accrue to me that are related to the Competition, including without limitation, Claims related to the Licensed Rights or the acceptance or use of any prize, whether the Claim is now known or unknown. Having been so apprised, I nevertheless assume all the risks for any Claim I might have, arising before or after this date, whether known or unknown;
8. The provisions of this release shall enure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of each of the Releasees and shall be binding upon my heirs, executors, administrators and personal representatives;
9. I hereby fully and irrevocably waive any right I may have to dispute the scope of the release and waiver granted hereunder on the grounds that it is a general release and waiver, and release and waiver of unknown claims;
10. The provisions of this release shall be governed by the laws of Ontario; and
11. Magna Hoedown, Magna and its affiliates are seeking your express consent to send you various communications related to the Magna Hoedown Showdown Competition as well as the Magna Hoedown generally now and in the future. Your consent will remain valid unless withdrawn. You may withdraw your consent at any time.

Yes, I would like to receive your communications about the Magna Hoedown Showdown and Magna Hoedown by e-mail.

Signature Competitor: _____ **Date:** _____

If Competitor is under 18, Signature Parent/Legal Guardian: _____

Guardian Name: _____ **Email:** _____ **Phone:** _____

