



Indemnity, Release, and Assumption of Risk Waiver

This Indemnity, Release, and Assumption of Risk Waiver (the "Waiver") is entered into by the undersigned winner (the "Winner") of the "Musselman's Family Orchard Getaway" sweepstakes (the "Sweepstakes") upon acceptance of the prize package.

Assumption of Risk

The Winner understands that participation in the prize trip, including but not limited to orchard tours, apple picking, transportation, and exploration of the Gettysburg, PA area, carries inherent risks of personal injury, illness, property damage, and other dangers and hazards, both known and unknown. These risks may arise from a variety of factors, including but not limited to: uneven terrain, falling objects, extreme weather, the negligence of other participants, equipment failure, and vehicle accidents. The Winner voluntarily chooses to accept and assume all such risks, known and unknown, and agrees to be solely responsible for any and all injuries, losses, or damages, of any kind, that the Winner may sustain as a result of their participation.

Release and Indemnification

In consideration of being selected as the winner of the Sweepstakes, the Winner, on behalf of themselves and their heirs, executors, administrators, and assigns, hereby release, discharge, and covenant not to sue Musselman's, its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, and any other prize providers or affiliated entities (collectively, the "Released Parties") from any and all claims, demands, or causes of action that the Winner may have or acquire against the Released Parties arising out of or related to the Winner's participation in the Sweepstakes or prize trip. This includes, but is not limited to, claims for personal injury, property damage, wrongful death, and any other damages or losses.

Furthermore, the Winner agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, actions, losses, damages, judgments, settlements, awards, interest, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees and court costs, arising out of or resulting from the Winner's participation in the Sweepstakes or prize trip, or any breach by the Winner of any of the terms of this Waiver.

Publicity Release

The Winner hereby grants Musselman's and its affiliates the unrestricted right and permission to use the Winner's name, likeness, and any statements the Winner makes about the prize experience in any and all media now or hereafter known, including but not limited to print, online, and social media, for promotional, marketing, and other commercial purposes, without compensation to the Winner.

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Choice of Law and Jurisdiction

The Winner agrees that the laws of the Commonwealth of Pennsylvania will govern any disputes arising from this Waiver or the Sweepstakes, and that the courts of Adams County, PA will have exclusive jurisdiction.

By accepting the prize package, the Winner acknowledges that they have read, understand, and voluntarily agree to the terms of this Indemnity, Release, and Assumption of Risk Waiver.

I hereby accept the terms of this Indemnity, Release, and Assumption of Risk Waiver.

Winner's Signature: _____

Date: _____

Knouse Foods Representative Signature: _____

Date: _____