

WAIVER

NATHAN'S FAMOUS HOT DOG EATING CONTEST Pleasanton, CA; June 17, 2023

I, the undersigned participant in the eating contest detailed above (the "Contest"), hereby stipulate that I am 18 years of age or older and I have valid photo identification to prove my age which I will furnish to the Contest organizers upon demand. I agree to abide by all of the Contest's rules and the directions of the Contest organizers, compete in a safe and reasonable manner, and accept all of the Contest judges' decisions.

With respect to any and all injury, disability, death or loss or damage to person or property associated with my presence at, or participation in the Contest, I understand the health and associated risks inherent in eating contests and in the consumption of large quantities of food and calories over both short and extended periods of time. I certify that I am in good health and have consulted with qualified persons in the medical profession and obtained clearance for me to participant in the Contest and similar eating contests. I have no allergies to food, or other items, that would create a health risk to me. I agree to cooperate and speak with media and interviewers authorized by the Contest organizers regarding the Contest and I agree to grant and release all rights on my name, likeness, image, performance and interviews before, during or after the Contest for use by the Contest organizers, their sponsors and licensees, and the other Released Parties (as hereinafter defined), in any and all media in perpetuity and for any and all purposes whatsoever without compensation or approval rights. I also hereby waive, on behalf of myself, successors, heirs and assigns and anyone else claiming under me or on my behalf, all ownership or other property rights to all audio/visual recordings made of my performance in the Contest and all related activities in perpetuity in all current and future media worldwide. I agree that the use of the media rights granted hereunder shall not be governed by any guild, union or performing rights organization to which I may belong.

I acknowledge that travel to/from the Contest, as well as my participation in the Contest and any/all related activities, creates an inherent risk of exposure to COVID-19. I voluntarily assume all risks related to exposure to COVID-19 and agree not to hold the Released Parties (as hereinafter defined) liable for any illness or injury.

I expressly understand that entry and participation in the Contest and all related events and activities, including, without limitation, travel to the Contest and time spent in and around the area of the Contest, interviews with and possibly negative portrayals by the media, and my performance in the Contest, shall be at my own risk and I assume sole and complete responsibility and liability for all such risks.

I, on behalf of myself, my successors, heirs and assigns and anyone else claiming under me, hereby completely, irrevocably and unconditionally release and discharge all organizers, sponsors and licensees of the Contest; Nathan's Famous Systems, Inc. and its affiliates; Smithfield Foods, Inc. and Smithfield Packaged Meats Sales Corp. and each entity's subsidiaries and affiliates; Intersport, Inc.; The State of California, the California Fair Services Authority, the County of Alameda, the Alameda County Agricultural Fair Association, their directors, officers, agents, servants, and employees; organizers of the Contest; the venue hosting the Contest; the International Federation of Competitive Eating, Inc. (IFOCE); Major League Eating™ (MLE); Shea Brothers Communications, LLC; respective owners, directors, officers, agents, attorneys, employees, fiduciaries, parents, subsidiaries, divisions, partners, sponsors, licensees, joint ventures, affiliated business entities, predecessors, successors, heirs, and assigns (collectively the "Released Parties"), jointly and severally, from any and all claims, liabilities, damages, losses, expenses, suits, discrimination or other charges, demands, debts, liens, damages, costs, attorneys' fees, prejudgment or other interest, grievances, injuries, actions or rights of action of any nature whatsoever now or in the future arising in any way out of or in connection with the Contest.

I understand that to be eligible to compete in the Contest and receive prizes and/or prize money, I must respect social norms for acceptable behavior during and surrounding my participation in the Contest, and I must obey the laws, rules and regulations of the cities, states and countries in which Major League Eating operates. I also understand that I may not defame or damage through my actions the brands, sponsors and/or organizers of the Contest or any of the Released Parties. If I fail to adhere to this code of conduct and/or fail to participate in an ethical manner, then I cede all rights to compete in the Contest, to collect prizes and/or to compete in future MLE events at the discretion of MLE. I agree that I shall be solely responsible for all taxes related to prizes which I may win in the Contest.

I fully acknowledge and understand that I do not have any right to participate in the Contest and related activities or contests and I am being permitted to participate at the discretion of organizers of the Contest and in consideration of my execution of this document. If it were not for my agreement to execute this document, I acknowledge that I would not be permitted to participate. I further acknowledge and agree that I understand all of the terms and conditions of this document and that I have been afforded an opportunity to have this document reviewed by counsel of my own choosing. I also understand that I will be given a signed copy of this document if I so request.

Name: _____ Date: _____ Signature: _____

Address: _____ Phone Number: _____

City/State/Zip: _____ Email: _____

Type of Employment: _____ Age: _____ Date of Birth: _____

Eating Experience: _____ Height: _____ Weight: _____