



## HIGH DESERT MUSIC FESTIVAL AND BBQ SHOWDOWN EATING CONTEST ENTRY FORM AND APPLICATION, RULES AND REGULATIONS

- 1. ELIGIBILITY:** Contest is open to all U.S. residents 18 years or older who have purchased a ticket to the High Desert Music Festival and BBQ Showdown. Employees and Volunteers of the DEC Group, San Bernardino County Fair, High Desert Music Festival Sponsors, Vendors or BBQ Contestants, Members of the festival and the members of their immediate families are not eligible to enter. Void where prohibited.
- 2. TO ENTER:** READ CAREFULLY THIS OFFICIAL CONTEST RULES AND ENTRY FORM FOR THE HIGH DESERT MUSIC FESTIVAL AND BBQ SHOWDOWN EATING CONTEST INCLUDING THE ELIGIBILITY REQUIREMENTS AND WAIVER OF LIABILITY PROVISIONS. Complete and sign this document below. All entry forms become the property of the DEC Group.
- 3. CONTEST RULES:** There will be one competition for all qualifying contestants. Contestants will compete with each other for a Grand Prize which will be awarded to their designated charity, nonprofit or service organization. The contest will be conducted on April 21, 2013 at the High Desert Music Festival and BBQ Showdown. Time, date and place are subject to change without notice.
  - a) Contestants must have a nice clean appearance for the event. If anything the contestant is wearing is deemed inappropriate or unattractive the contestant may be subject to disqualification.
  - b) Entry is limited to first 20 contestants who register.
  - c) Contestant must be present and registered at the Information booth by 1:30 p.m. The contest will start at 3:00 p.m. Upon registering you will receive a badge and will be instructed to wait in a designated area.
  - d) A contestant will forfeit his or her place should he or she fail to register at the registration table by 1:30 p.m. on 04/21/13 and be continuously present for the duration on the contest. Contestants will also forfeit his or her place if they leave the waiting area after they register.
  - e) The object is to eat as much food as possible within 5 minutes. The winner will be the person eating the most food. Credit will be given to eating the entire food item.
  - f) Contestants may eat either sitting or standing in their designated area, using their hands. The use of utensils is not allowed.
  - g) Contestants will be allowed to use and/or drink bottled water during the competition.
  - h) Contestants must wait for the starting signal to begin eating and may not touch any of the lamb prior to the starting signal.
  - i) The contest is over when the bell rings. Contestants must immediately stop eating and place their hands down on the table or at their sides at the ending signal. Contestants may not put their hands to their mouths or put at additional meat in their mouths after the ending signal, but they will be given 15 seconds to swallow what is already in their mouths. If a contestant throws up or regurgitates, he or she will automatically be disqualified.
  - j) Judges will be on hand to assure adherence to contest rules, monitor the “no throw up or regurgitating” rule, and to disqualify contestants who fail to adhere to the rules.
  - k) Winners will be determined by the judges, based on the number of hot dogs eaten. In the event of a tie the decision of the judges to decide the winner of the event will be final.

**Grounds for disqualification include:**

- False or incomplete entry form or liability waiver
- Any health risks that could jeopardize the contestant's health or wellbeing
- Under the influence of any substance
- Appearance is deemed inappropriate or unattractive
- Failure to register at the information by 1:30 pm on April 21, 2013
- Starting prior to the start signal.
- Throwing up or regurgitating.
- Not staying in the staging area for 30 minutes following the contest.

Note: The High Desert Music Festival and BBQ Showdown reserve the right to disqualify any contestant for any reason without explanation.

\_\_\_\_\_ (Initial) I have read and agree to the above information on

**4. PRIZE AWARDS:** Prizes will be awarded as follows:

- Contestant who win will be awarded a trophy. Cash prizes will be given to the contestants designated charity.
- All other prizes, if any, are to be announced.

High Desert Music Festival and BBQ Showdown reserves the right to substitute prizes of approximately equal value for any listed prize at its sole discretion. No transfer or prize substitution by the contest winners is allowed. All federal, state and local taxes are the sole responsibility of the winner. It is the responsibility of the winners to comply with all instructions as to the pick-up, receipt, arrangements for or use of any prize won and failure to do so on a timely basis may affect the winner's right to claim or use the prize. All winners and participants agree to the use of their name, voice, likeness, and city/town/village for advertising or trade purposes and to cooperate reasonably in any effort to promote or publicize the High Desert Music Festival and BBQ Showdown Food Eating Contest apart from the prizes associated with being selected as a winner, the High Desert Music Festival and BBQ Showdown shall not be obligated to compensate you in any way for such publicity.

\_\_\_\_\_ (Initial) I have read and agree to the above information

**5. ACKNOWLEDGEMENT OF RISKS AND WAIVER OF LIABILITY:** Contestant acknowledges that there are risks of personal injury, illness and possible loss of life, and risks of damage to or loss of personal property, which may result from participating in this contest. Contestant voluntarily enters the High Desert Music Festival and BBQ Showdown Eating Contest and assumes all of these risks. Contestant, as a condition of entry, agrees to indemnify, defend and hold harmless the DEC Group, Diversified Educational Consultant Group, LLC and affiliated companies, their vendors, their advertising, promotion and public relations agencies, co-sponsoring companies and their affiliates and agencies, and all officers, directors, employees and agents of the aforesaid entities, from any and all claims and costs, including attorneys' fees, relating to, arising from or in connection with participation in this contest or the receipt or use of any prize. In so doing, contestant releases and indemnifies the aforesaid entities and individuals from liability for injuries or damages of any kind arising from or in connection with participation in this contest or the receipt or use of any prize. In no event shall the High Desert Music Festival and BBQ Showdown and the DEC Group be liable to a contestant for acts or omissions arising out of or related to the Contest or that contestant's participation in the contest.

\_\_\_\_\_ (Initial) I have read and agree to the above information

**6. FINAL AUTHORITY:** The High Desert Music Festival and BBQ Showdown staff and volunteers have sole and complete discretion regarding all contest related matters. All decisions regarding qualifications, selection or disqualification of a contestant/s or winner/s shall be subject to the sole and complete discretion of the High Desert Music Festival and BBQ Showdown staff or volunteers. You can be disqualified for any reason at any time.

I AGREE TO NOT CONTEST THE OUTCOME AND ANY PART OR ASPECT OF THIS CONTEST.

\_\_\_\_\_ (Initial) I have read and agree to the above information

**7. CERTIFICATION AND SIGNATURE:** I certify that the information provided is correct and that I have carefully read, understand and accept the terms of the High Desert Music Festival and BBQ Showdown Eating Contest Official Contest Rules and Entry Form. My signature indicates my understanding and assumption of the risks and my voluntary participation in this contest.

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Name (print)

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Signature

Date

# High Desert Music Festival and BBQ Showdown

## WAIVER OF LIABILITY/PERMISSION/MEDICAL RELEASE FORM

This form is necessary for any contestant of the High Desert Music Festival and BBQ Showdown Eating Contest. Please complete both sides of this form. You will not be allowed to participate without this signed form.

Name of contestant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell \_\_\_\_\_ email \_\_\_\_\_

Initial the following areas to acknowledge that you have read and agree.

\_\_\_\_\_ (Initial) I hereby release, indemnify and hold harmless the High Desert Music Festival and BBQ Showdown and their trustees, employees, sponsors, vendors, agents and assigns from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my/participating in this contest.

\_\_\_\_\_ (Initial) Participating in any activity is an acceptance of some risk of injury.

\_\_\_\_\_ (Initial) I agree that my safety is primarily dependent upon my taking proper care of myself. I assume all risks related to the activities.

\_\_\_\_\_ (Initial) In case of an emergency, I do hereby authorize a representative of the High Desert Music Festival and BBQ Showdown to consent to any medical treatment or care deemed advisable. I have read and agree to comply with the rules and regulation of the High Desert Music Festival and BBQ Showdown Eating Contest.

\_\_\_\_\_ (Initial) My signature below indicates that I have read, understood and freely signed this agreement.

\_\_\_\_\_ (Initial) I expressly agree that this agreement shall be construed and enforced in accordance with California laws, and I consent to the jurisdiction of said state. I agree that this waiver and release is intended to be as broad and inclusive as permitted under California laws so that if any portion hereof is held invalid, the balance shall continue in full legal force and effect.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature of Contestant

\_\_\_\_\_  
Date