



BoardVitals Medical School Scholarship Official Affidavit

Affidavit of Eligibility, Publicity Release, and Liability Waiver

This Affidavit of Eligibility, Publicity Release and Liability Waiver (this "Agreement") must be read and signed by the winners of the Prize (defined below) awarded under the 2025 BoardVitals Medical School Scholarship Contest (the "Contest") sponsored by BoardVitals, Inc. (the "Sponsor"). The winners are referred to below as "I" or "me." In consideration of the awarding of the Prize (defined below), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, winner hereby declares and agrees as follows:

1. I represent that I am eligible to receive the Prize (defined below) awarded to me in the Contest. Without limiting the foregoing, I represent that I satisfy all eligibility requirements (e.g., as to my age or place of residence) set forth in the Official Contest Rules, which I acknowledge having read and understood, and any other requirements imposed by applicable law.
2. The Prize awarded to me in the Contest consists of one (1) of the following: one (1) Visa Prepaid Card with a value of two thousand (\$2,000) USD, OR one (1) Visa Prepaid Card with a value of one thousand (\$1,000) USD, OR one (1) Visa Prepaid Card with a value of five hundred (\$500) USD (collectively, "Prize"). I acknowledge that the Prize will be awarded directly to me by BoardVitals using the contact information I provided on the Official Entry Form.
3. I give permission irrevocably and in perpetuity to the Sponsor and its subsidiaries and affiliates to, without additional compensation to me, use, adapt, reproduce, distribute, display and publicly perform my name, Entry, including my Video Entry, visual likeness, statements or responses made by me, or paraphrases thereof, in connection with the Contest or my Contest Entry, and biographical data, in whole or in part, worldwide, in connection with the promotional or marketing activities of Sponsor and/or its subsidiaries or affiliates and in accordance with Sponsor's Privacy Policy.
4. I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN AND/OR USE OF ANY PRIZE IS SOLELY AT MY OWN RISK. THEREFORE, I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES AND AFFILIATED COMPANIES, THIRD-PARTIES ENGAGED TO MANAGE THE CONTEST, AND PRIZE SUPPLIER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AS WELL AS EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH, A "RELEASED PARTY" AND COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, CLAIMS, DAMAGES (INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES), OR ANY OTHER INJURY TO A PERSON(S) OR PROPERTY, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) AND INCLUDING, WITHOUT LIMITATION, DEATH OR VIOLATION OF ANY PERSONAL RIGHTS, SUCH AS VIOLATION OF RIGHT OF PUBLICITY/PRIVACY, LIBEL, OR SLANDER), (COLLECTIVELY, "HARM") DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATION IN THE CONTEST, OR ARISING OUT OF PARTICIPATION IN ANY CONTEST RELATED ACTIVITY, OR THE AWARDING, ACCEPTANCE, RECEIPT OR USE OF THE PRIZES, OR THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE CONTEST, ANY USE BY SPONSOR OF MY NAME, VISUAL LIKENESS, CONTEST ENTRY, STATEMENT OR RESPONSES BY ME OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY PRIZE 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 SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST THE SPONSOR OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM SPONSOR OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.
5. If any provision of this Agreement is found to be 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. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Sponsor or any Released Party under this Agreement. This Agreement shall be governed by the laws of the State of New York, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in New York, New York with respect to any claim or suit arising out of or in connection with this Agreement, the Contest, any delivery, misdelivery or nondelivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.
6. I acknowledge and agree that my consent to the terms set forth above is material inducement for Sponsor to award a Prize to me and Sponsor would not do so in the absence of my consent as evidenced by my signature below.
7. This Agreement, together with the Official Rules of the Contest, constitutes the entire agreement between me and Sponsor with respect to the matters described herein, and supersedes all other agreements and communications, oral or written, between myself and Sponsor or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by Sponsor specifically referencing this Agreement.

**THIS IS A LIABILITY RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING**

By affixing your name and signature hereto, you agree to be bound hereunder:

Printed Name _____

Signature _____

Physical Address _____

Email Address _____

Phone Number _____