



Donut Eating Contest Official Rules and Entry Form

1. Eligibility: The Mary Ann Donuts Eating Contest (the “Contest”) is open to all U.S. residents 18 years of age or older. Employees of Mary Ann Donut Shoppe Inc. and 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 CONTEST INCLUDING THE ELIGIBILITY REQUIREMENTS AND WAIVER OF LIABILITY PROVISIONS. Complete and sign this document below. All entry forms become the property of Mary Ann Donut Shoppe Inc. fully complete, sign entry form and pay a \$10 non-refundable entry fee.

3. Contest Rules: The contest will be held on July 26, 2019 at 7:30p.m. at Kent State Stark Campus at the track area. Enter at the Frank Rd entrance, to park and walk to contest location. Time, date and place of the Contest are subject to change without notice. The number of contestants will be 20-32 and will be determined on a first come first serve basis depending on receipt of a fully completed, signed entry form and \$10 entry fee paid. In the event that less than 2 entry forms are received, the Contest will be cancelled. If anything a contestant is wearing is deemed inappropriate or unattractive, such contestant may be subject to disqualification. A contestant must be present and registered at least one half hour prior to the Contest. A contestant will forfeit his/her place in the Contest should he/she fail to register by this time or fail to be continuously present for the duration of the Contest. The object of the Contest is to eat as many glazed donuts as possible in 3 minutes. Donuts must be swallowed and not thrown up or regurgitated. If a contestant throws up or regurgitates, he/she will be automatically disqualified. The winner will be the person eating what the judges determine is the most number of donuts. Partially consumed donuts will be considered eaten if such donuts are more than half eaten, as determined by the judges. Donuts will be given to each contestant in increments of 12 at a time. Contestants will be allowed to use and/or drink bottled water during the Contest. Contestants may use both hands. The use of utensils is not allowed. Contestants must wait for the starting signal to begin eating and may not touch the donuts prior to the starting signal. There can be deductions in donut count for excess donut debris, as determined by the judges. The judges will be selected on or prior to the Contest and will be on hand to assure adherence to Contest rules, to disqualify contestants who fail to adhere to the rules, and to determine the Contest winner. In the event of a tie, the decision of the judges to decide the winner of the Contest will be final. Grounds for disqualification include: (a) false or incomplete entry form or liability waiver; (b) any health risks that jeopardize any contestant’s health or wellbeing; (c) under the influence of any substance; (d) appearance is deemed inappropriate or unattractive; (e) failure to register at least a half hour prior to the start time or failure to continuously stay in the staging area after registration and for at least 30 minutes following the Contest; or (f) throwing up or regurgitating. Note: Mary Ann Donut Shoppe Inc. reserves the right to disqualify any contestant for any reason without explanation.

_____ (Initial) I have read and agree to the above information on **Contest Rules**.

4. Prizes: The winner of the Contest will \$250 gas card. Mary Ann Donut Shoppe Inc. 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 winner is allowed. All federal, state and local taxes are the sole responsibility of the Contest winner. It is the responsibility of the Contest winner 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 Contest winner's right to claim or use the prize. All contestants 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 Mary Ann Donut Shoppe Inc. apart from the prizes associated with being selected the winner and Mary Ann Donut Shoppe Inc. will not be obligated to compensate any contestant in any way for such publicity.

_____ (Initial) I have read and agree to the above information on **Prizes**.

5. Acknowledgment of Risks and Waiver of Liability: As a condition of entry in the Contest, I hereby acknowledge and agree to the following:

- a. I hereby represent and warrant that I am at least eighteen (18) years of age (or if under 18, my parent or legal guardian will sign below to signify agreement to the terms and conditions of this agreement), a resident of the United States and in good physical and mental health and do not suffer from any mental or physical condition or disability which might render my participation in the Contest hazardous to myself or to others or which would impair my ability to understand this waiver.
- b. I understand that, as a direct and/or indirect result of my participation in the Contest, there is a possibility of risk of serious physical injury, physical disability and/or death to myself or others.
- c. I hereby agree and acknowledge that I am voluntarily participating in the Contest with full and complete knowledge of the risks and dangers involved.
- d. I hereby agree to accept and assume any and all risks of any nature whatsoever including, without limitation, personal and emotional injury, physical disability, and/or death and will release and hold Mary Ann Donut Shoppe Inc , and its parent companies, subsidiaries, and affiliates (and their respective officers, directors, agents, employees, stockholders and sponsors) (collectively, the "Released Parties") The Canton Regional Chamber of Commerce, the Pro Football Hall Of Fame Enshrinement Festival, the Pro Football Hall of Fame, committee members, volunteers, officials, Kent State University at Stark, and its parent companies. harmless from any and all liabilities, claims, demands, causes of action, damages, costs, expenses and obligation of any nature whatsoever for any such injuries, disabilities or death that I may sustain as a result of my participation in the Contest. I, for myself and for my heirs, executors, administrators and anyone else who might make a claim on my behalf, hereby agree not to make any claim against and/or sue any of the Released Parties for any such death, injury or illness, whether caused by the negligence of the Released Parties or otherwise.
- e. I hereby waive, release and discharge the Released Parties from, and shall protect, indemnify, defend and hold harmless each and every Released Party from and against, any and all suits, actions, causes of action, claims, arbitrations, proceedings, damages, personal injuries, liabilities, judgments, losses, costs and expenses (including without limitation legal fees) in any way relating to: (a) any act or omission by the undersigned in any way relating to Contest or related events, and (b) any accident, death, injury, damage, loss, act or omission occurring at the site of the Contest or related events, occurring during the undersigned's travel to or from Contest or related events (whether or not such travel was arranged by any Released Party) or occurring with respect to the Contest or related events, resulting from any cause whatsoever (including without limitation the negligence of any Released Party) that is incurred by or

affects the undersigned in any way. I agree that I shall never commence or prosecute any action, suit or other proceeding against any Released Party with respect to any of the foregoing.

_____ (Initial) I have read and agree to the above information on **Acknowledgment of Risks and Waiver of Liability**.

6. Final Authority: Mary Ann Donut Shoppe Inc. employees or Contest staff or volunteers have sole and complete discretion regarding all Contest-related matters and all decisions regarding qualifications, selection or disqualification of a contestant or winner. You can be disqualified for any reason at any time. By initialing below, you agree to not contest the outcome or any part or aspect of this Contest.

_____ (Initial) I have read and agree to the above information on **Final Authority**.

7. Miscellaneous: This document represents the entire agreement and understanding of the undersigned with respect to the Contest, and supersedes all oral or written representations and agreements by any and all Released Parties regarding the Contest. This document cannot be changed orally, and may be changed only by a written agreement signed by the undersigned and the Releases. If any part of this document is unenforceable, the balance shall remain fully enforceable.

8. Certification and Signature: I certify that the information provided herein is correct and that I have carefully read, understand and accept the terms of the Contest and this Official Contest Rules and Entry Form. My signature indicates my understanding and assumption of the risks and my voluntary participation in this Contest.

ACCEPTED AND AGREED:

_____	_____
Signature	
_____	_____
Name (please print)	
_____	_____
Street Address	
_____	_____
City, State, and Zip Code	
_____	_____
E-mail Address	
_____	_____
Permanent Telephone	
_____	_____
Date	