

## WINNER'S DECLARATION AND RELEASE AGREEMENT

This WINNER'S DECLARATION AND RELEASE AGREEMENT is executed on the date set forth below by the undersigned winner (or the parent or legal guardian of a winner) of a station contest (the "Contest"), in favor of radio station WNSH, Cumulus Media Inc., its subsidiary companies, affiliates, directors, officers, employees and agents (collectively, "Cumulus"), whose address is 2 Penn Plaza 17th Floor, New York, New York 10121, sponsor of the Contest.

I hereby declare and affirm the following:

1. I am a legal U.S. resident at least 18 years of age and I currently reside at the address set forth below. My Social Security Number is set forth below.
2. I entered the Contest in accordance with the Official Promotional Rules ("Rules") and that I have read and understand those Rules. I am submitting this Winner's Declaration and Liability Release Agreement to Cumulus with the understanding that it will be relied upon to determine whether I am entitled to receive the Contest prize (the "Prize"), which I was selected to win as part of the Contest. I understand and acknowledge that Cumulus has no obligation under the Rules to provide any additional, separate, or substitute prize to me in connection with the Contest.
3. In consideration of the Prize, I, by signing below, expressly assume all risks of any nature whatsoever related to the Contest, my participation therein, the Prize, and/or my acceptance or use thereof, and I hereby release Cumulus of and from any and all claims, demands, damages, actions and causes of action, torts, obligations, costs, losses, claims, liability for bodily injury, death or other type of damage or injury of any nature whatsoever, whether in law or in equity, whether known or unknown, that I hereafter have or may have, arising from or by reason of or in any way connected with any transaction, event, or circumstance that occurs or exists by reason of the Contest, my participation therein, and/or my acceptance or use of the Prize. ***The release contained in this paragraph is intended to be broad and to release Cumulus from all liability for all claims arising out of any loss, damage or injury (including personal injury or death) to my person or property that results from any accident, transaction, event, circumstance, act or omission in connection with the Contest, the Prize and/or my acceptance or use thereof.*** I understand that by accepting the Prize, Cumulus has fulfilled all obligations it has or may have to me in connection with the Contest, and I have no further claims against Cumulus in connection with the Contest or Prize.
4. I hereby give Cumulus and its licensees, affiliates, and assigns the right to broadcast, or publish my name, city of residence, photo, video tape, film or any other likeness, including my voice, recorded

or live, for any reason that Cumulus deems necessary without compensation, unless prohibited by law, and I hereby release any and all claims I may have against Cumulus for such use. I further acknowledge that Cumulus owns or will own exclusively any photographs of me used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and I hereby assign all such ownership rights to Cumulus.

5. I further agree to not to make any disparaging, negative, or defamatory comments, whether written or oral, about Cumulus, the Contest, or the Prize. I hereby covenant and agree to not take any action that is designed or intended to have the effect of discouraging any listener, employee, customer, supplier, or other business associate of Cumulus from maintaining a business relationship with Cumulus.

6. I am not, nor is any member of my immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of my household (whether related or not), an employee, agent, subsidiary, or affiliate of Cumulus, other participating sponsors or an employee of any other broadcasting company. I have not, nor has any member of my immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of my household (whether related or not) won a prize from Cumulus valued at \$250 or more within the thirty (30) days prior to the date the Contest began or won a prize from Cumulus valued at \$500 or more within one (1) year prior to the date the Contest began.

7. I agree to return to Cumulus any prize that may be awarded to me if any statement made by me in this Declaration and Release is false. I understand and acknowledge that all federal, state, local, and any other applicable taxes are my sole responsibility and that Cumulus will report my winnings to the Internal Revenue Service in accordance with the law. For tax purposes this prize is valued at no more than \$250. This Agreement shall be binding upon my heirs, successors, assigns and legal representatives. This Agreement shall be governed by the laws of the state in which the Station is located.

**I HAVE READ THE RELEASE CONTAINED HEREIN AND I FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS WINNER'S DECLARATION AND RELEASE AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Date: \_\_\_\_\_  
Name of Prize Won: \_\_\_\_\_  
Date of Prize Won: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

"I do not hold NASH FM 94.7 responsible if my prize is lost, late, stolen, or damaged in the mail"

\_\_\_\_\_  
Please **SIGN HERE** if you agree to having your prize mailed to the address above