

## **AFFIDAVIT OF ELIGIBILITY AND PUBLICITY/LIABILITY RELEASE**

1. **Certification of Compliance with Official Rules.** The undersigned hereby certifies to The Institute of Electrical and Electronics Engineers, Incorporated, and The Marine Technology Society ("Sponsors") that he or she has complied with and will continue to comply with the Oceans 2013 Conference Official Contest Rules in every aspect of his or her participation in the Oceans 2013 Conference Contest (the "Contest"). The undersigned further certifies that, as of the date indicated below, there is nothing in or relating to his or her conduct or status as a participant in the Contest that would make him or her ineligible to participate in the Contest. Without limiting the above, the undersigned also certifies that all personal information provided to Sponsors regarding his or her identity is truthful and accurate.

2. **Additional Documents.** The undersigned hereby expressly acknowledges that as a condition to the award of any non-monetary prize, the undersigned must execute certain additional documents prepared by the manufacturer of the prize.

2. **Consent.** The undersigned hereby expressly consents to the use by Sponsors of the undersigned's name, business name and address, and all other indicia of his or her persona, in any media whether now known or hereafter devised, as described in this Agreement and/or in the Official Rules, for purposes of advertising and promotion, or for any other reasonable purpose whatsoever without any further compensation or right of review.

3. **Taxes and Costs.** The undersigned hereby acknowledges that he or she is solely responsible for the payment of all federal, state, local or foreign taxes that may be owed as a consequence of acceptance of a prize awarded in connection with the Contest. All costs, if any, involved in transporting the prize from San Diego, California to the undersigned's place of residence or elsewhere are the sole responsibility of the undersigned. The undersigned is also solely responsible for satisfying any legal or other requirements necessary to own and operate any non-monetary prize, and all costs attendant thereto.

4. **Release.** The undersigned hereby releases Sponsors, their exhibitors, the manufacturer and supplier of the prize (where applicable), and their respective officers, directors, employees, affiliated companies, agents, successors and assigns from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of any prize or participation in the Contest.

5. **Governing Law; Arbitration.** This Agreement, the Contest and the Official Rules are governed by and shall be construed in accordance with the laws of the State of New Jersey, without regard to its principles of conflicts of laws. All disputes concerning this Agreement, the Contest and/or the Official Rules shall be submitted to arbitration in Newark, New Jersey, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

6. **No Warranties.** The undersigned hereby acknowledges that there are no warranties, express or implied, made by Sponsors concerning any prize, and that Sponsors disclaim any and all duties, whether express or implied, that concern such prize in any way.

7. **Entire Agreement.** This Agreement, together with the Official Rules and any other agreements that the undersigned has signed in connection with the Contest (all of which are hereby incorporated into this Agreement by reference), represents the entire understanding relating to the subject matter herein. If any term or provision of this Agreement directly conflicts with any other agreement signed by the undersigned in connection with the Contest prior to the execution of this Agreement, this Agreement shall govern. The undersigned hereby represents and warrants that he or she has read, understands and agrees to all of the terms and conditions in this Agreement and is bound by such terms and conditions, the Official Rules and any other agreements that he or she has signed throughout participation in the Contest and forever afterward.

**ACCEPTED AND AGREED TO:**

**WINNER**

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Signature

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Printed Name

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Date