

Attach Potential
Winner's Winning
Raffle Receipt Here

Prize Amount: _____

AFFIDAVIT OF ELIGIBILITY & LIABILITY/PUBLICITY RELEASE
(the "Affidavit and Release Form")

Full Name: _____ Date of Birth: _____

Address: _____

City: _____ State/Zip Code: _____

Phone: _____

Employer (Company Name): _____ Social Security #: _____

I understand and acknowledge I have been selected as a winner of the 50/50 Raffle (the "**Raffle**"), sponsored by Metropolitan State University of Denver Alumni Association, a Colorado nonprofit corporation (the "**Sponsor**"), and am submitting this Affidavit and Release Form with the express understanding that it will be relied upon to determine my eligibility to receive the raffle prize (the "**Prize**").

I UNDERSTAND AND ACKNOWLEDGE THE EXECUTION OF THIS AFFIDAVIT AND RELEASE FORM AND/OR MY PARTICIPATION IN THE RAFFLE DOES NOT GUARANTEE ME ANY PRIZE AND I WILL ONLY BE ELIGIBLE FOR THE PRIZE SHOULD I MEET THE VERIFICATION AND ELIGIBILITY REQUIREMENTS BELOW.

I hereby expressly affirm and represent that I have reviewed, understand, and fully complied with (*and will continue to fully comply with*) the Official Rules of the Raffle, and I have committed no fraud or deception in entering the Raffle or redeeming the winning Raffle number/ticket. By providing my initials in the subsections below, I further affirm and represent:

A. VERIFICATION

_____ (i) I am the individual named on the winning Raffle entry shown above and the sole holder of the winning Raffle ticket in compliance with the Official Rules. I understand I will receive the amount stated above approximately 4 to 6 weeks following redemption and confirmation of my eligibility in the form of a check from the Sponsor.

_____ (ii) My winnings are subject to IRS and applicable state rules regarding taxation and withholding of gambling winnings. I understand that if I have won a prize valued over \$600, I must fill out a IRS Form W-9, and, in addition, an IRS Form 5754 if I have won a prize valued over \$1000, and in each case provide the fully completed and signed form(s) to Sponsor. Sponsor will later issue an IRS Form W-2G based on my winnings. I also understand and agree if I have won over \$5,000, Sponsor will withhold up to 28% Federal

tax and 4% Colorado income tax, as applicable, in compliance with federal and state law (rates subject to change as provided by applicable federal or state law). I also understand if I do not provide Sponsor with a social security number, Sponsor will withhold additional back-up withholding as required by law. Sponsor may also be required by state law to withhold any amounts in arrears to enforce child support, spousal support, criminal restitution laws, and state debt interception, as applicable. I acknowledge that the ultimate tax liability is my responsibility; and

_____ (iii) I understand if I am not a legal United States resident, I must supply a copy of my valid passport as well as evidence of my address and fill out an IRS Form W-8BEN. Assuming I meet these eligibility requirements, my winnings will be subject to an automatic 30% federal withholding, and Sponsor will pay me only the balance after withholding.

B. ELIGIBILITY

_____ (i) I am at least eighteen (18) years of age or older;

_____ (ii) I am not an employee, immediate family member (parent, child, sibling, or spouse, regardless of where I live) or a person living in the same household of an employee or immediate family of Sponsor or Bump Worldwide, Inc. (jointly, the “**Released Parties**”); and

_____ (iii) I possess and agree to supply a valid United States driver’s license, passport (for non-US residents), or official military photo identification and (if I have one) a unique, personal and valid social security number, which will be used by Sponsor to report the tax liability associated with acceptance of the Prize.

C. RELEASE / PUBLICITY

_____ (i) I, to the fullest extent permitted by law, hereby expressly agree to indemnify, defend, hold harmless, waive, and release the Released Parties and each of their respective parents, affiliated companies, subsidiaries, officers, directors, trustees, members, managers, employees, agents, licensees, distributors, dealers, retailers, printers, representatives, insurers, and advertising and promotion agencies, and any and all other companies associated with the Raffle, including, but not limited to, the Colorado Rockies Baseball Club Foundation (the “**Colorado Rockies Foundation**”) and the Colorado Rockies Baseball Club, Ltd. (the “**Club**”), and all of their respective parents, affiliated companies, subsidiaries, partners, managers, officers, directors, members, employees, agents, insurers, representatives, licensees, dealers, retailers, printers, and advertising and promotion agencies for any injury, claim, damage, cause of action, suit, arbitration, governmental proceeding, or loss which may occur, directly or indirectly, in whole or in part, from the participation in the Raffle or from the receipt or use of any Prize or any travel or activity related to the claiming, receipt, or use of any Prize;

_____ (ii) I hereby irrevocably grant (and agree to sign any additional documents required to formalize, effect, or perfect such consent) a perpetual, non-exclusive, royalty free, transferrable, sublicensable, worldwide license to the Sponsor, the Released Parties, the Colorado Rockies Foundation, and the Club and their subsidiaries, affiliates, nominees, licensees, other designees and those acting with their authority or consent, and their respective successors, assigns, legal and personal representatives, to use, copy, modify,

create derivative works, display, alter, distort, transmit, perform, distribute, and otherwise use my name, image, and/or likeness (whether photograph, film, recordings, tape, and/or video), biographical information, and voice now and at any time in the future whether for commercial or other purposes, in any and all advertising, publicity, trade, promotional, sponsorship (including local and/or national television stations, radio stations, online, or print publications that may be covering the Raffle or any event at which the Raffle may take place) or any other means without compensation, notice, or approval and further disclaim any ownership rights in the content of such advertising, publicity, trade, promotional, sponsorship material or other use.

I understand and acknowledge that the Sponsor and the Released Parties are only responsible for the Prize as described in the Official Rules of the Raffle; and I am solely responsible for all other expenses not specifically mentioned herein, as applicable, including transportation, parking accommodations, meals and beverages, incidental expenses, and gratuities relating to my acceptance and use of the Prize, if applicable.

I understand and acknowledge my right to the Prize is non-transferable and Sponsor and the Release Parties make no representations or warranties (express or implied) regarding the Prize. I understand any and all federal, state, and/or local taxes on the Prize are my sole responsibility.

It is understood and agreed this is a complete and full RELEASE and DISCHARGE of all claims and rights of the undersigned against the aforementioned Released Parties, the Colorado Rockies Foundation, and the Club and no action will be taken by or on behalf of the undersigned with respect to any such rights, it being understood that this release shall be binding upon the heirs, family members, personal representatives, beneficiaries, executors, and administrators of the undersigned.

I agree to return immediately upon demand to the Sponsor (or a party acting on their behalf) any prize, or the value of said prize, which may be awarded to me if any statement made by me in this Affidavit and Release Form is or becomes false.

This Affidavit and Release Form shall be governed and construed in accordance with the laws of the State of Colorado without regards to its choice of law principals. Any dispute relating to or arising out of this Affidavit and Release Form, the Raffle, or the Prize shall be resolved exclusively by binding arbitration which will take place in Denver, Colorado. To the extent permitted by applicable law, I agree that I may only bring claims related to or arising out of this Affidavit and Release Form, the Raffle, or the Prize against the Released Parties, the Colorado Rockies Foundation, and/or the Club in my individual capacity and not as a plaintiff or class member in any purported class, collective, or representative action or arbitration.

Signature

Date