

**PROMOTIONAL EVENT/CONTEST PARTICIPANT
ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT**

This ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

(“Agreement”) is executed on the date set forth under the signature below by the undersigned (hereinafter “Participant”), who has been selected to participate in the “104-5 The Zone Tailgate at Iroquois Steeplechase” (the “Event”) being held on May 14, 2016 at Percy Warner Park, in favor of radio station WGFX, Cumulus Media Inc., its subsidiaries and affiliates, members, directors, shareholders, officers, employees and agents, whose address is 10 Music Circle East, Nashville, TN

37203, and all sponsors of the Event (hereinafter referred to collectively as “Cumulus”).

In consideration of Participant being allowed to participate in the Event, including 104-5 The Zone Tailgate at Iroquois Steeplechase and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby promise and agree as follows:

1. I am over the age of 21 and I have the legal authority to execute this agreement.
2. I, by signing this Agreement, acknowledge that there are certain risks associated with my participation in the Event, any of which could result in serious bodily injury or death to me. I represent, warrant, covenant and agree that I am participating in the Event entirely of my own choice and volition, and that it has not been requested, suggested or required in any way by Cumulus that I participate in the Event. I acknowledge and recognize that my participation in the Event could involve potential danger to my person and property, and I knowingly and voluntarily intend to participate in the Event after being apprised of such danger.
3. I, on my own behalf and on behalf of my heirs and assigns, do hereby now and forever fully and finally release, remise, acquit and discharge Cumulus of and from any and all rights, claims, debts, damages, demands, actions, liabilities, responsibilities, causes of action, covenants, suits and judgments, of any kind or nature whatsoever, whether known or unknown, developed or undeveloped, anticipated or unanticipated, discoverable or undiscoverable, which I have, might have, or might claim to have against Cumulus, arising out of or in any way related to or associated in any way with regard to my participation in the Event, and any injury, damage or loss of any nature related to or arising out of or in connection therewith.
4. I, on my own behalf and on behalf of my heirs and assigns, do hereby covenant and agree not to sue Cumulus upon any claim, demand, right of action, cause of action, lawsuit, damage, loss or expense of any nature whatsoever, in law or in equity, which I now have, have had, or may hereafter claim to have or have had, against Cumulus arising from or by reason of any matters, conduct, transactions, liabilities or obligations with respect to the Event as to which any Cumulus entity might have any resultant liability to me.
5. I understand and agree that this Agreement is not, and shall not be construed as, an admission by any Cumulus party of any liability whatsoever. This Agreement and each of its provisions shall not be offered or received in evidence in any action or proceeding as an admission or concession of liability of any nature on the part of any Cumulus party. I further understand and agree that this Agreement contains the entire agreement between Cumulus and me relative to its subject matter, and no representations or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect.
6. I hereby grant Cumulus the right to use my name, likeness, voice, biographical and other information for advertising, promotional, and related purposes in connection with the activities or promotion of the Event.
7. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Notwithstanding anything herein to the contrary, this Agreement shall be fully enforceable by either party in any action at law or in equity, and nothing contained herein shall preclude or be construed to preclude any action in law or in equity by either party against the other to enforce the provisions of this Agreement. This Agreement shall be governed by and enforced and interpreted in accordance with the law of the State in which the Event takes place. If any provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed this ____ day of _____, 201_.

By: _____

Print Name: _____

Address: _____

Email: _____