



Bringing Family Favorites to the Store

# 2009 West Virginia Recipe Challenge Sunday, August 16

## Participation Agreement



Bringing Family Favorites to the Store

### PLEASE RETURN

I, (print name please) \_\_\_\_\_, desire to voluntarily participate in the 2009 WV Recipe Challenge (the "activity"). In connection with my participation in the activity, I acknowledge, represent, warrant and agree as follows:

1. I am 21 years of age or older as of 6/1/09.
2. I am in good health and have no medical condition that might interfere with my engaging in the activity.
3. I understand that only one prize will be awarded per category (new entrepreneur and existing business) and that the prize consists of services provided by all partners. The services may include recipe refinement, packaging design, branding, label development, nutrition panel information, ingredient statements, logistics and distribution advice and other related services.
4.
  - (a) I made the food or beverage product submitted for the competition from my original recipe;
  - (b) I made the food or beverage product submitted for the competition without adding harmful ingredients;
  - (c) I made the food or beverage product submitted for the competition using ingredients that are legally available and are generally recognized as safe; and
  - (d) I made the food or beverage product submitted for the competition using safe food handling procedures, i.e. used heat where appropriate, used cold when stored, and had no pets or animals in the kitchen during cooking or baking.
5. I will follow all rules made and directions given by the WV Recipe Challenge in connection with the activity.
6. If I am an existing business, I have been in business for at least one (1) year and am able to provide five (5) references from outlets that are selling my product.
7. The WV Recipe Challenge has no obligation to me whatsoever, and I understand that I will not be paid any money or given any other consideration for participating in the activity or for signing this Agreement.
8. **MY PARTICIPATION IN THE WV RECIPE CHALLENGE IS AT MY OWN RISK. I RELEASE THE STATE OF WV ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF WEST VIRGINIA STATE UNIVERSITY, AND ACTING BY AND THROUGH THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, TAMARACK AND THE STATE FAIR OF WEST VIRGINIA (WV RECIPE CHALLENGE PARTNERS) FOR THE WV RECIPE CHALLENGE AND THEIR OFFICERS, AGENTS, MEMBERS AND EMPLOYEES ["THE STATE"], FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, IN ANY WAY ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE WV RECIPE CHALLENGE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROPERTY, FAILURE TO PERFORM ON THE PART OF ANY AWARD PROVIDER, REGARDLESS OF WHETHER SUCH INJURY, LOSS, OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OF THE STATE OR ANYONE ELSE CONNECTED WITH THE WV RECIPE CHALLENGE. I AGREE TO INDEMNIFY AND HOLD THE STATE HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, SUITS, ACTIONS, DAMAGES, COSTS, EXPENSES AND LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF MY PARTICIPATION IN THE WV RECIPE CHALLENGE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed or typed): \_\_\_\_\_