

STEP 2: People's Choice & Brisket Donation

People's Choice- A fun way to interact with event patrons!!

BBQ teams are required to support our mission by displaying the People's Choice mailbox that we provide, offering samples to the public and encouraging donations. Money collected through People's Choice goes directly into our scholarship fund.

Brisket Donation- For our Volunteers

We feed hundreds of volunteers who make our event possible each year. Your brisket donation assists in ensuring that these volunteers continue to help us year after year.

Join us in our efforts to better our community by participating in People's Choice & Brisket Donation. My team agrees to donate a fully cooked brisket at time of registration and participate in the People's Choice Competition.

PLEASE INITIAL _____ Date: _____

STEP 3: Tell us about your Team

Please check all that apply:

- We create a Storefront to compete in the Showmanship category
- We plan to have music in our area.
- We would like our music/entertainment to be promoted on the www.bucdays.com website

Please note: Absolutely no entertainers can drive within site during our event open hours. They must follow the same vehicle rules as the cooking teams. NO PRIVATE entertainment will be allowed this year during the main acts (meaning after 8 PM Nightly). Amplified music must be set to entertain the guests inside the contestant space only. Horns or public sounds systems are prohibited. By city sound ordinance that will apply to teams, excessively loud music will be asked to be turned down or off.

- Live Music/ Entertainment

Please tell us band name and/or genre (e.g. country, mariachis, etc):

_____ Day/Time _____

_____ Day/Time _____

_____ Day/Time _____

- Other (e.g. DJ, radio station, etc):

_____ Day/time _____

_____ Day/time _____

STEP 4: Driving On-Site

For safety reasons, there will be NO driving on-site during the following dates and times:

Thursday, 4/22	4pm -12am
Friday, 4/23	4pm -12am
Saturday, 4/24	11am - 1am
Sunday, 4/25	11am - 11pm

ONLY service vehicles will be permitted in the case of emergencies

Team and entertainers will NOT be allowed to drive on site once the event is open to the public for any reason. All are required to load in/out during non-operating hours or load in/out with a cart.

PLEASE INITIAL: _____ Date _____

Check In & Receive Registration Packets
Wed, 4/21 and Thurs, 4/22
10:00AM - 4:00PM
You will be allowed to drive on-site during check in times.

STEP 5: Waiver-

2010 Buc Days Coors Light BBQ Challenge presented by HEB

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with the Buccaneer Commission, Inc., and the Buccaneer Days BBQ Challenge (collectively, "BBQ Challenge"), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities.

2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES: For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims, to be released, waived or indemnified against arise, or are alleged to arise from (1) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER**

SE, and/or STRICT LIABILITY, of the Buccaneer Commission or their respective present and former officers, directors, members, subsidiaries, affiliates, employees, staff and agents and any other person, firm or corporation bound to defend or pay judgments against them (the "released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities – **including, but not limited to, the types of Claims enumerated in Paragraph 2** – AND AGREE NOT TO SUE ANY OF THE released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released

Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities – **including, but not limited to, the types of Claims enumerated in Paragraph 2**. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors

under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned's entry into and participation in the Activities – **including, but limited to, the types of Claims enumerated in Paragraph 2**. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph or interview may be used by the Released Parties or television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media – **including, but not limited to, the types of Claims enumerated in**

Paragraph 2. As further inducement to the BBQ Challenge to permit the undersigned's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing them to sign this Agreement. The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Nueces County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

Having read all the rules and regulations the undersigned agrees to and will follow all rules and regulations.

DATE: _____

Signature of Chief Cook _____

Name Printed _____

STEP 6: Payment Information

PRIZE PAYMENTS:

Award checks will be made payable to "Chief Cook" and mailed to address in Step 1 within 30 days of the competition.

If you would like to receive your check at a different location please specify below:

Make Check Payable To: _____

Send To:

Name

Address

City, State, Zip

Phone Number

BBQ SPOT PAYMENT:

Please Check One: Check/ Money Order Credit Card

Make checks payable to the Buccaneer Commission

OR

For your convenience, orders may be charged to your MasterCard, Visa or American Express

Credit Card Information:

Card Type: MasterCard Visa

Name on Card _____

Card Number _____

Your daytime phone # _____ Expiration Date ____ / ____

Signature (required) _____

STEP 7: Submit all 5 pages with payment in the form of a check, money order or credit card.

Buccaneer Commission
P.O. Box 30404
Corpus Christi, TX 78463

Entry fees are non-refundable.

Applications and payments due no Later than March 20, 2010

You will be notified via email of your acceptance by April 5, 2010.

Please review the attached BBQ Challenge Information Sheet and Cooking Regulations.

And stay tuned to www.bucdays.com for up to the date information on entertainment and events.

We look forward to having you there!