



Ultimate Backyard Challenge Homeowner Release and Agreement

Name _____

Address _____

City State Zip _____

I agree and consent to my backyard being used by an entrant to participate in the Watkins' Ultimate Backyard Challenge, and I understand that nothing in this agreement and consent shall result in the formation of a contract, a joint venture, a partnership, or any other type of commercial relationship between myself and Watkins, and/or any vendor from which Watkins purchases materials, for performance of any work on the project, but that my agreement with contractor to perform such work is independent and distinct from this agreement. I understand that photographs will be taken before, during and after construction and that those photos and/or images will be used for promotional purposes in newspaper, magazine, brochures and television ads by Watkins and/or vendors from whom Watkins purchases materials. I understand that photos and/or images of completed projects will be featured on watkinsconcreteblock.com and displayed in Watkins' showroom, and I consent to the taking of such photos and/or images, and to videotaping of the completed project for television advertisements. I agree that Watkins, its employees, affiliates, vendors, suppliers, directors, agents, and contractors may use any photos and/or images taken of the projects for commercial purposes, irrespective of whether such photos are taken before, during or after the completion of construction, and I agree to indemnify and hold Watkins, its agents, vendors, suppliers, contractors, photographers, employees, and affiliates thereof harmless from any and all claims, losses, suits, actions and/or damages that may result from my backyard being entered into the contest, including but not limited to any losses, damages, suits, actions, and/or damages that may be caused by Watkins' or its representatives, vendors, suppliers, and/or agents obtaining or taking of such photos and/or images. I understand and agree that since I have not contracted to Watkins for the purposes of any work being performed, I agree that if there is any litigation filed on my behalf in regard to the project that I will not sue Watkins and Watkins shall not be named as a defendant unless that litigation involves warranties made on materials supplied by Watkins that Watkins has failed to honor. I expressly represent that Watkins may rely upon this representation, and that this covenant not to sue shall expressly include an acknowledgement by me that Watkins did not "recommend" or "suggest" that I use the contractor with whom I have contracted, and this release and covenant not to sue shall expressly apply to, but not be limited to, any such claims. These indemnification, hold harmless and covenant not to sue obligations shall survive termination of this agreement, and shall survive completion of the contest.

I understand that, prior to the taking of such photos and/or images, dates will be prearranged with homeowner/Watkins/photographer so that I may have a representative present at the time such images and/or photos are obtained if so desired. I agree to allow contestants, sponsors and judges to visit the project in the spring, summer and fall of 2015 should Watkins make such a request to me prior to that visit, if any. I also understand and agree that I will confirm, prior to making payments to any contractor on the project, that Watkins has been paid for all material supplied by Watkins to the project, and that if such payment has not been made, I will pay Watkins directly for such materials.

Signature _____

Date _____