

THIS WAIVER AND RELEASE AGREEMENT (this "Agreement") is made as of the 1st day of January, 2010, by and among Mr. Olympia, LLC ("Olympia"), Weider Publications, LLC ("Weider") and the individual specified on the signature page hereof ("Participant").

WHEREAS, Participant wishes to participate in FLEX Magazine's Bikini Model Search Contest (the "Event") that is organized by Olympia and sponsored by Weider; and

WHEREAS, subject to the terms and conditions of this Agreement, Olympia and Weider wish to allow Participant to participate in the Event.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assumption of Risk. Participant acknowledges and agrees that Participant voluntarily participates in the Event. Participant is fully and completely aware of and hereby assumes the risk of illness, accident, injury, death, personal injury, bodily harm, emotional distress, psychological harm, property damage and all other dangers potentially arising from or in connection with Participant's involvement and/or participation in the Event (all of the foregoing, collectively, the "Hazards"). Participant is aware of and assumes all Hazards that may result from, among other causes, the active or passive negligence (including but not limited to negligent supervision) of Olympia and Weider as well as their respective affiliates, officers, directors, managers, employees, agents, licensees, successors and assigns (all of the foregoing, collectively, the "Released Parties"). Participant understands and agrees that none of the Released Parties will obtain insurance on Participant's behalf, and that Participant is solely responsible for obtaining Participant's own insurance, if Participant so desires.
2. Release of Liability. Participant, on behalf of Participant and all of Participant's agents, representatives, spouse, guardians, successors, assigns, heirs, children and next of kin (all of the foregoing, collectively, the "Participant Parties"), hereby irrevocably waives, releases, discharges and holds all of the Released Parties harmless from and against any and all losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees, lost wages and medical expenses) arising from or in connection with any and all Hazards, whether occurring on or off the premises where the Event takes place. Participant shall bear the sole and exclusive responsibility for all Hazards.
3. Knowing and Voluntary Execution. Participant represents and warrants to Olympia and Weider that Participant (i) has carefully read this Agreement and understands its contents, (ii) is not a minor, (iii) is of sound mind and body, (iv) possess all rights and faculties necessary to execute, deliver and perform this Agreement, and (v) understands that this Agreement includes an assumption of the risk of the negligence of the Released Parties and a waiver and release of the liability of the Released Parties by the Participant Parties. Participant acknowledges and agrees that each of Olympia and Weider is relying on this Agreement in allowing Participant to participate in the Event.
4. Medical Treatment. Participant hereby consents to receive any medical treatment which may be deemed advisable in the event of injury, accident or illness during the Event.

5. Use of Name and Image. Participant hereby irrevocably grants to Weider (and all of Weider's licensees, successors and assigns, including but not limited to FLEX magazine) the perpetual, worldwide, royalty-free, sublicenseable, transferable right, license and privilege to: (i) photograph, film and otherwise make audio and visual records of Participant and Participant's voice, image and appearance at the Event (all of the foregoing, the "Recordings"), (ii) quote or paraphrase all or a portion of any statements that Participant may make before, during or after the Event (all of the foregoing, the "Statements"), (iii) publish, display and otherwise use the name, image, likeness, voice and biographical data of Participant (all of the foregoing, the "Image"); and (iv) publish, exhibit, distribute, transmit, advertise, promote, commercially exploit and otherwise use any of the Recordings, Statements and/or Image in any and all media, including but not limited to FLEX magazine. Participant hereby irrevocably waives, releases, discharges and holds all of the Released Parties harmless from and against any and all losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees, lost wages and medical expenses) arising from or in connection with any and all uses of the Recordings, Statements and/or Image, including but not limited to any claims based on the right of privacy, the right of publicity, copyright, trademark or any other right or privilege.

6. Indemnification. Participant shall forever indemnify, defend and hold the Released Parties harmless from and against any and all losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees) arising from or in connection with any and all (i) Hazards suffered by Participant, (ii) actions or claims brought by any of the Participant Parties against any the Released Parties in connection with the Hazards or the Event, and (iii) uses of the Recordings, Statements and/or Image.

7. Term and Termination. This Agreement shall expire on December 31, 2020. Neither party may terminate this Agreement unless the parties hereto enter into a written termination agreement specifically referencing this Agreement that has been duly signed by each of Olympia, Weider and Participant.

8. LAWSUITS. PARTICIPANT REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT NONE OF THE PARTICIPANT PARTIES SHALL MAKE OR INSTITUTE ANY LAWSUIT OR CLAIM ANY LIABILITY, IN LAW OR IN EQUITY, AGAINST ANY OF THE RELEASED PARTIES WITH RESPECT TO ANY OF THE HAZARDS. NOTWITHSTANDING THE FOREGOING, NONE OF THE PARTICIPANT PARTIES SHALL COMMENCE ANY ACTION OR PROCEEDING AGAINST ANY OF THE RELEASED PARTIES MORE THAN NINETY DAYS AFTER THE DATE ON WHICH THE EVENT TAKES PLACE, AND PARTICIPANT ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM. IN THE EVENT OF ANY LAWSUIT, PARTICIPANT HEREBY EXPRESSLY WAIVES THE RIGHT TO HAVE PARTICIPANT'S CLAIMS OR DEFENSES HEARD BY A JURY.

9. NO REPRESENTATION OR WARRANTIES. NEITHER OLYMPIA NOR WEIDER NOR ANY OF THE RELEASED PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVENT AND EACH OF OLYMPIA, WEIDER AND THE RELEASED PARTIES EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING BUT

NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NONE OF THE RELEASED PARTIES SHALL BE LIABLE TO THE PARTICIPANT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, ANTICIPATED REVENUES OR PROFITS), WHETHER IN AN ACTION IN CONTRACT OR TORT, UNDER STATUTE OR OTHERWISE, ARISING FROM ANY CLAIM DIRECTLY OR INDIRECTLY RELATING TO OR ARISING IN CONNECTION WITH THE EVENT OR THIS AGREEMENT.

11. Severability. If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from this Agreement, the remainder of which shall continue to be valid, lawful and enforceable in all other respects to the fullest extent permitted by law.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any controversy arising under this Agreement shall be adjudicated before a state or federal court of competent jurisdiction located in Palm Beach County, Florida. By the execution and delivery of this Agreement, each party: (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court; and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

13. Entire Agreement. This Agreement constitutes the sole and entire understanding among Olympia, Weider and Participant with respect to the subject matter hereof and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, among Olympia, Weider and Participant with respect to such subject matter. No amendment, supplement or modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Mr. Olympia, LLC

Participant

By: \_\_\_\_\_

Name:

Title:

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

Print Name: \_\_\_\_\_

Weider Publications, LLC

By: \_\_\_\_\_

Name:

Title: