

Terms and Conditions for OI 96er Eating Challenge

Introduction

Welcome to the OI 96er Eating Challenge, hosted by Local Smoke BBQ ("we", "us", or "our"). By participating in this eating challenge, you ("Participant" or "you") agree to these Terms and Conditions (the "Terms"). Please read them carefully.

Eligibility

- Participants must be at least 18 years of age Proof of age may be required.
- Employees of Local Smoke BBQ and their immediate family members are not eligible to participate.
- Participants must be in good health and have no underlying medical conditions that could be exacerbated by consuming large quantities of food.

Participation

- To enter the challenge, participants must sign our waiver
- Participants must follow all instructions provided by Local Smoke BBQ staff during the challenge.
- The challenge must be completed within the specified time limit. Failure to do so will result in disqualification.

Health and Safety

- Participants acknowledge that participation in the challenge carries inherent risks, including but not limited to indigestion, nausea, and more serious health risks.
- Participants agree to stop eating and notify staff immediately if they feel unwell during the challenge.
- Participants are encouraged to eat responsibly. The challenge is intended as a bit of fun and should not be seen as encouragement to engage in dangerous or harmful eating practices.
- Your health is our priority. The challenge is intense and not for everyone. Please consider your physical condition and dietary restrictions before participating. Eating beyond your capacity can pose serious health risks.

Waiver and Release

Participants must sign a waiver and release of liability before participating in the challenge, agreeing to release Local Smoke BBQ from any claims related to injury, loss, or damage that may occur as a result of participation.

Prizes

Winners will receive a place on our Digital Hall of Fame Prizes are non-transferable and cannot be exchanged for cash.

Media and Publicity

Participants grant Local Smoke BBQ the right to use their name, likeness, and performance in the challenge for promotional purposes without compensation.

Any photographs or videos taken by participants during the challenge cannot be used for commercial purposes without our written consent.

General Conditions

- We reserve the right to cancel, suspend, or modify the challenge if any fraud, technical failures, or any other factor beyond our control impairs the integrity or proper functioning of the challenge.
- We reserve the right to disqualify any individual we find to be tampering with the entry process or the operation of the challenge or to be acting in violation of these Terms.
- Eligibility: Participants must be at least 18 years old and in good health. By entering the challenge, participants confirm that they have no underlying medical conditions that could be exacerbated by participation.
- Duration and Rules: The challenge must be completed within 30 minutes. Participants must follow all rules as explained prior to the start. Failure to comply with challenge rules will result in disqualification.
- Judging: The decision of the judges is final and binding. Any attempt to cheat will result in immediate disqualification.
- Prizes: Winners will receive [insert prize details here]. Prizes are non-transferable and cannot be exchanged for cash.
- Photography and Publicity: Participants agree to allow the use of their likeness in promotional material without further consent or compensation.
- Right to Cancel or Suspend Challenge: The restaurant reserves the right to cancel or suspend the challenge if it cannot be executed as planned due to factors beyond its control.

Limitation of Liability

- Local Smoke BBQ is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the challenge.

Waiver and Release of Liability

- All participants must sign a waiver before the challenge, releasing the establishment from any liability for injury, loss, or damage arising from participation in the eating challenge.

Assumption of Risk: The Participant fully understands and acknowledges that participation in the OI 96er Eating Challenge eating challenge involves inherent risks and dangers that may lead to bodily injury, illness, death, and damage to personal property. These risks include, but are not limited to, choking, food poisoning, allergic reactions, and physical injury due to overexertion. The Participant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained as a result of participating in the challenge, whether or not such losses or injuries are caused by the negligence of Local Smoke BBQ.

Release and Waiver: The Participant hereby releases, waives, discharges, and covenants not to sue Local Smoke BBQ, its affiliates, subsidiaries, officers, directors, employees, agents, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by the Participant or any property belonging to the Participant while participating in the eating challenge or while in, on, or around the premises where the challenge is conducted, even if such harm is caused by the negligence of the Released Parties.

Indemnification: The Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and liabilities (including, without limitation, legal fees) arising out of, incurred as a result of, or in any manner related to the Participant's participation in the eating challenge or breach of these Terms and Conditions.

Medical Consideration: The Participant affirms that they are medically and physically fit to participate in the eating challenge. The Participant acknowledges that the Released Parties are not liable for any medical or health-related complications that arise during or after the event, and the Participant consents to receive medical treatment deemed necessary if they are injured or require medical attention during their participation in the challenge. The costs of any such treatment will be the Participant's responsibility.

Acknowledgment of Understanding: The Participant has read this Waiver and Release of Liability, fully understands its terms, and understands that they are giving up substantial rights, including their right to sue. The Participant acknowledges that they are signing the agreement freely and voluntarily, and intend by their signature for it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Governing Law

These Terms are governed by the laws of New Jersey, without respect to its conflict of laws principles.

Acknowledgment

By participating in the OI 96er Eating Challenge eating challenge, you acknowledge that you have read, understood, and agree to these Terms and Conditions.