

AFFIDAVIT, RELEASE and AGREEMENT

Teacher

I, _____ represent and warrant that I am at least 18 years of age and understand and acknowledge that I am submitting this Affidavit, Release and Agreement (“Affidavit”) to The American Institute of Certified Public Accountants (“AICPA” or “Sponsor”) with the understanding that it will be relied upon to determine whether I and my students may participate in the Bank On It® Tournament (“Competition”), as outlined in the Official Rules which are located at <http://www.startheregoplaces.com/NAFtournamentofficialrules>.

I understand that my signature on this Affidavit is necessary for me and my students to have the opportunity to participate in the Competition and potentially the winning student may receive a prize as set forth in the Official Rules. I understand that I will **NOT** receive any prize.

I warrant and represent that: (1) I have, and will, fully comply with the Official Rules of the Competition; (2) I am at least 18 years old; (3) I am a legal resident of one of the 50 U.S. States, the District of Columbia, or of a U.S. Territory; (4) I was and remain employed full-time in a teaching capacity at a high school affiliated with NAF and its Academy of Finance (AOF”); and (5) I have perpetrated no fraud or deception in the Competition. In addition, by signing below, I acknowledge and restate that I agree and consent to all terms and conditions set out in the Official Rules.

I further represent that I am not an employee, officer or director of Sponsor or its parent companies, subsidiaries, affiliates, partners, dealers, interactive and promotion agencies, including without limitation, the Association of International Certified Professional Accountants, Krobe Interactive, LLC and NAF, (collectively, the “Competition Entities”) nor am I a member of the immediate family or of the household of any employee, officer or director of any Competition Entity.

I hereby grant to the Sponsor and the other Competition Entities the absolute right and permission, without obligation, worldwide, in perpetuity, to use my name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by me regarding the Competition or Sponsor or NAF for advertising and promotional purposes in any form of media now existing or hereafter developed without notice or additional compensation, except where prohibited by law. I further agree that all rights granted to AICPA herein are assignable and irrevocable and not subject to recession, restraint or injunction under any circumstances. I understand that AICPA has no obligation to use the rights granted herein.

I understand and acknowledge and hereby, for myself, my heirs, executors and administrators, release, waive, discharge, absolve, agree to hold harmless and covenant not to sue the Sponsor, Competition Entities and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, “Released Parties”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Competition, or participation in any Competition-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

If any provision in this Affidavit is found to be unenforceable in any respect, it is my intent and understanding and I agree that this Affidavit shall nonetheless be enforced to the maximum extent to which it is found to be legally enforceable. To

the extent permitted by law, I waive the benefit of any provisions of any statute or other law that might adversely affect the rights of any released party under this Affidavit.

I acknowledge and agree that my return of, and my agreement to, the terms set forth in the Affidavit and in the attached Official Rules are material inducements for AICPA to allow me and my students to participate in the Competition and that AICPA would not do so in the absence of my consent as evidenced by my signature below.

I attest that I have read or have had read to me and I understand all of the foregoing provisions of this document and I agree to be bound by all of them.

PRINT FULL NAME

SIGNATURE

DATE