

**HẠM ĐỘI (GIGANTIC) CHALLENGE**  
**RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

The undersigned (the "Participant") understands and acknowledges that participation in the HẠM ĐỘI (GIGANTIC) Challenge (the "Promotional Event") involves a risk of personal injury and is fully aware of the risks involved in participating in such Promotional Event.

Participant acknowledges that he or she is voluntarily participating in the Promotional Event and hereby voluntarily assumes all risk of loss, damage, injury, illness, or death that may be sustained by him or her as a result of his or her participation in such Promotional Event. In consideration for allowing Participant to participate in the Promotional Event, Participant, on his or her own behalf, and on behalf of all other persons claiming by, through or under him or her, hereby releases A&K- PHO96, LLC., its subsidiaries, and, as applicable, as well as their respective officers, directors, employees, agents, independent contractors and successors and assigns (referred to hereinafter as the "Company Parties"), from all rights, claims and actions, including claims for personal injury of a Participant, death of a Participant and/or damage to property of a Participant, arising out of the Participant's participation in the Promotional Event, whether or not said injuries, death or damage were caused by the negligence or other acts or omissions of the Company Parties.

Participant agrees for himself or herself, and for his or her heirs and legal representatives, to indemnify and hold harmless the Company Parties from and against any and all damages, actions, causes of action, claims, judgments, costs of litigation and attorney's fees which may in any way and at any time result from Participant's participation in the Promotional Event.

Participant agrees that the Company Parties have the license and right to use his or her name, voice, picture or likeness in any advertising, broadcasting or promotional material (including in-store signage) without providing further notice and without providing any financial or other compensation, and Participant hereby releases the Company Parties from any claims arising therefrom.

**RULES FOR PARTICIPANTS**

1. The HẠM ĐỘI (GIGANTIC)' Challenge consists of eating a whole Lobster (~2lbs), 1lb meat, 2bls noodle, 150oz broth and separate plate of vegetable in 45 minutes or less.
2. Participants must be timed by a Pho 96 employee.
3. Participant must empty the bowl, subject to a Pho 96 employee's discretion.
4. Anyone who vomits during the course of the event is automatically disqualified.
5. No drinks of any kind can be consumed while participating in the HẠM ĐỘI (GIGANTIC)' Challenge.
6. Other than noodle, during the HẠM ĐỘI (GIGANTIC)'s Challenge, Participant cannot use any other food, including, but not limited to: Beansprout, Basil, Culantro, lime, Jalapino and Sauces.
7. Once Challenge is successfully completed, Participant must agree to have his or her photo taken and give permission to display on the HẠM ĐỘI (GIGANTIC)' Challenge Wall.
8. Upon successful completion of the Challenge, Participant will receive the HẠM ĐỘI (GIGANTIC)' Challenge Survivor Reward.

I agree to abide by the rules outlined above and further agree to abide by all judgments, decisions and rulings made by Pho 96. By signing below, I acknowledge that: (a) I am the age of majority in my state or district of residence, or (b) if not the age of majority in my state or district of residence, my parent or legal guardian has authorized my participation in the HẠM ĐỘI (GIGANTIC)' Challenge and ratified all terms of the foregoing Release of Liability, Hold Harmless, and Indemnification Agreement, as evidenced by their signature.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ WITNESS: \_\_\_\_\_