



THE SUPER-STACK CHALLENGE

(QUADRUPLE BYPASS BURGER EATING CONTEST)



– WAIVER, RELEASE, AND COVENANT NOT TO SUE –

CHALLENGE DESCRIPTION

The goal of **THE SUPER-STACK CHALLENGE** (the “Challenge”) is for a voluntary and willing Participant (the “Participant”) to finish eating the entire Quadruple Coronary Bypass Burger meal (the “Meal”) within the limited amount of time specified on the reverse side of this form (the “Time Limit”). The contents of the Meal includes; **1) One (1) *Quadruple Coronary Bypass Burger** (*see reverse side for detailed burger description); **2) Ten ounces (10-oz.) of french fries**, and ten ounces (10-oz.) of tater tots, topped with sixteen ounces (16-oz.) of our Cheesy-Cheese Goo, sprinkled with bacon bits, and; **3) Two (2) thirty-two ounce (32-oz.) fountain soft drinks** of Participant’s choice (for a total of 64-oz.). Additional fountain drinks (or water) will be provided at Participant’s request.

REPRESENTATION OF GOOD HEALTH BY PARTICIPANT

Participant warrants that Participant is in good health and unaware of any medical conditions, illnesses, or ailments that would present an unreasonable risk in participating in the Challenge.

WAIVER AND RELEASE OF LIABILITY

As a voluntary and willing Participant in the Challenge, the Participant understands and agrees to abide by all rules and stipulations contained within this Agreement. Furthermore, the Participant hereby releases The Vortex and its principals, officers, directors, related companies (including, but not limited to, Benoit Properties, LLC), employees and agents (“The Vortex”), from any and all liability arising from or related to the participation by Participant in the Challenge, and assumes all risk of injury to person or property therefrom. The Participant further acknowledges and agrees to voluntarily, intelligently and knowingly waive any and all rights, liabilities, losses, and/or causes of action the Participant may have or claim to have under Georgia law against The Vortex or otherwise to bring any action or claim against The Vortex as a result of injuries to the Participant or to Participant’s property, directly or indirectly, real or imagined, as a result of the Participant’s participation in the Challenge. This waiver of liability shall be given the broadest possible interpretation permitted by Georgia law.

COVENANT NOT TO SUE

Participant, for him/herself and his/her representatives and heirs, hereby promises and covenants to not sue The Vortex for any claims arising out of or related to Participant’s participation in the Challenge. This Covenant Not to Sue shall be given the broadest possible interpretation permitted by Georgia law.

PHOTO, IMAGE AND INFORMATION RELEASE

The Participant understands, acknowledges and agrees that The Vortex may use certain images of, and information about, the Participant for promotional, informational and/or other purposes. The Participant hereby grants to The Vortex the right to photograph, videotape, use, reuse, publish, and/or modify, by any means, technique or technology, in order to create certain images and/or likenesses of the Participant (the “Images”). The Participant further grants to The Vortex all rights for any and all of the Images to be used in conjunction with Participant’s own name, or a fictitious name, within any printed, graphic, video, electronic, internet, website or other medium desired by the Vortex. The Participant hereby disclaims any and all rights to the copyright or any other right in any of the images, and further waives the right to make any claim against The Vortex for damages or for other compensation as a result of the publication or other use of the Images, in any manner whatsoever. The Participant hereby assigns any and all rights that the Participant may have in the Images to The Vortex.

SEVERABILITY

The provisions of this Release shall be deemed to be severable; and in the event that any portion or term of this Release shall be deemed to be invalid, the remaining portions of this Release shall be and remain binding, effective, and valid.

WARRANTY

The Participant further represents, warrants and acknowledges that the Participant has read this Agreement in its entirety, including the Official Rules of the Challenge (printed on reverse) has voluntarily and freely entered into this Agreement, and fully understands the terms thereof.

IN WITNESS WHEREOF, the Participant has affixed their signature, this _____ day of _____, 20_____.

PARTICIPANT’S SIGNATURE

WITNESS’ SIGNATURE

PARTICIPANT’S PRINTED NAME

WITNESS’ PRINTED NAME

PARTICIPANT’S DATE OF BIRTH

WITNESS’ TITLE

PARTICIPANT’S INSTAGRAM, TWITTER AND/OR OTHER SOCIAL MEDIA HANDLES (FOR PHOTO TAGGING PURPOSES)



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– OFFICIAL RULES AND ADDITIONAL INFORMATION –

CHALLENGE AVAILABILITY

THE SUPER-STACK CHALLENGE is only available Monday through Friday from 2:00 pm until 5:00 pm, at either Vortex location. Phoning ahead is not required, but is appreciated.

MEAL INFORMATION

QUADRUPLE CORONARY BYPASS BURGER INGREDIENT LIST: To build a Quadruple Coronary Bypass Burger, we use four (4) griddled, diner-style Patty Melts, as the buns. The total ingredients contained in the burger are: eight (8) slices of Texas toast, thirty-two ounces (32-oz.) of ground sirloin, twenty-eight (28) slices of American cheese, four (4) fried eggs, twenty-seven (27) strips of bacon, twelve ounces (12-oz.) of mayonnaise, griddled onions and our homemade diner relish.

NO ALTERATIONS:

All Coronary Bypass Burgers are served **“AS-IS”** only. We do not allow any alterations or substitutions. All of the 8-ounce chargrilled ground sirloin patties we use on our Coronary Bypass Burgers are cooked to “medium.” All griddled 4-ounce patties are cooked until “done.” All fried eggs are cooked “hard.” And mayonnaise and other sauces are applied liberally. That’s it. Take it or leave it.

OFFICIAL TIME LIMIT

The official Time Limit to complete the Challenge is **30 minutes or less**. Just finish the entire Meal in that amount of time, following the Official Rules below, and you win! This time limit might seem challenging, but that’s why it’s called a “Challenge.” Remember, taking the Challenge is completely voluntary. No one is forcing you to do it.

OFFICIAL RULES

RULE #1: The Participant must read, complete and formalize this official Super-Stack Challenge Agreement, which includes both sides of this form, before participating in the Challenge. Signatures are to be recorded on the reverse, in the appropriate spaces provided. A photo of the Participant’s Driver’s License (or other form of ID) will be made and filed with this form.

RULE #2: Any Participant that is disqualified, or otherwise **LOSES** the Challenge, is responsible for paying full-price for the Meal, as well as any additional purchases that are made while visiting The Vortex (including a standard gratuity of between 15% and 20%).

RULE #3: For purposes of the Challenge, the Meal is served, and must be consumed “as-is.” No substitutions or deletion of any component of ingredient may be made to any portion of the Meal (See “Meal Information” above).

RULE #4: An official “Vortex Timer” (mechanical or digital) will be started upon the Participant’s verbal approval. Once started, the timer will not be stopped for any reason. The timer will be officially monitored by a member of The Vortex personnel.

RULE #5: Once the Challenge has begun, the Participant is not allowed to leave the table for any reason. If the Participant does leave the table, the Participant is disqualified immediately, and **LOSES** the Challenge.

RULE #6: Each and every component of the Meal must be finished within the time allotted. If any portion of the Meal is not consumed (completely chewed and swallowed) within that time period, the Participant is disqualified, and **LOSES** the Challenge.

RULE #7: The Participant is the only person that can touch any portion of the Meal. If anyone else touches the Meal, or attempts to assist in cutting, preparing or eating of any portion of the Meal, the Participant is disqualified immediately, and **LOSES** the Challenge.

RULE #8: Should the Participant become ill (vomit), the Participant is disqualified immediately, and **LOSES** the Challenge, no matter how close the Participant has come to finishing the Meal. In this event, the Participant agrees to utilize the container provided by The Vortex, or clean up whatever mess they make. Cleaning supplies will be provided by The Vortex.

RULE #9: The decision as to whether or not the Challenge was completed within the stipulated guidelines of this Agreement will be determined at the sole discretion of The Vortex. All decisions are final.

RULE #10: All information contained within this Agreement including, but not limited to, Challenge Availability, Meal Information, Official Time Limit, Official Rules and Official Prizes, are subject to change without notice. The Vortex also retains the right to limit the eligibility of any individual to participate in the Challenge at any time, at our sole discretion.

OFFICIAL PRIZES

Participant’s that complete and win **THE SUPER-STACK CHALLENGE** will receive the following:

- 1) The “Super-Stack Challenge Meal” will be provided free-of-charge by The Vortex.
- 2) The Winner’s name and photo will appear on The Vortex social media pages.
- 3) The Winner will receive an official “Certificate of Awesome,” suitable for framing.
- 4) The Winner’s name and photo will be added to the official “Document of Record,” which is displayed inside both Vortex locations.
- 5) The Winner will also receive an official, “Super-Stack Challenge” T-Shirt.

These shirts are not for sale to anyone. Winning the Super-Stack Challenge is the only way you can get one. The black market price for these will be astronomical.