

PRIZE WINNER AFFIDAVIT AND RELEASE

This Contest Prize Winner Affidavit and Release ("Agreement") is made and entered into on _____, 2011, by and between Medline Industries, Inc. ("Medline") and _____ (or parent or legal guardian if a minor), an individual residing at _____ ("Winner").

In consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of each which is hereby acknowledged, Medline and Winner (or parent or legal guardian if a minor) agree to the following terms and conditions of this Agreement.

1. Eligibility and Compliance with Official Rules. Winner (or parent or legal guardian if a minor) warrants that (a) as of August 1, 2011, Winner is a legal resident of one of the 50 states within the United States, the District of Columbia, or Canada (excluding Quebec); (b) neither Winner nor or any member of Winner's immediate family or household has been employed by Medline, its divisions, subsidiaries, affiliated companies, advertising agencies, legal advisors, web site developers or agents; and (c) Winner has complied with the Official Rules of the Contest and has committed no fraud or deception in entering the Contest or in claiming any prize. Winner (or parent or legal guardian if a minor) further acknowledges that as a condition of entry, Winner has agreed to make a potential promotional appearance on a local or national television show.

2. Publicity Release. Winner (or parent or legal guardian if a minor) grants to Medline and to other such persons as Medline may designate, the absolute, irrevocable, worldwide, perpetual right and permission to use, reproduce, publish, broadcast in any media, publicly display, publicly perform, distribute, modify and prepare derivative works of the name, voice, portrait, likeness, photograph(s), or characterization or other resemblance of any participant in the Entry, and any written, taped, or recorded testimonial and/or interview, in whole or in part ("Likeness") and/or motion picture(s) incorporating the Likeness, either alone or accompanied by other material, in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Medline, the Contest, and Medline's products and services, all without further consent or payment.

3. Release/Disclaimer of Liability: Winner (or parent or legal guardian if a minor) releases and holds harmless Medline, its parent companies, affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotional agencies, Facebook, YouTube, Twitter and their respective employees and agents from and against any and all liability, claims, or actions of any kind whatsoever for damages, or losses, including but not limited to personal injury or death to persons or property which may be sustained in connection with accessing the Site, preparing or submitting an Entry, or otherwise participating or attempting to participate in any aspect of the Contest; and/or for any typographical or other error in these rules or the administration of the Contest. Winner (or parent or legal guardian if a minor) acknowledges that none of Medline, Facebook, YouTube, Twitter and their respective parent companies, affiliates, directors, employees, officers or agents have made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Winner (or parent or legal guardian if a minor) assumes liability for injuries caused or claimed to be caused by participating in and/or preparing

for the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Winner (or parent or legal guardian if a minor) acknowledges that Medline is not responsible for any typographical or other error in printing, offering or announcement of a prize.

4. License to Entry. Winner (or parent or legal guardian if a minor) grants Medline a perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivate works of, distribute, publicly display, publicly perform, exhibit, transmit, broadcast, televise, digitize, edit, otherwise use, and permit others to use and perform throughout the world a submitted Entry in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Medline, the Contest, and Medline's products and services, all without further consent or payment.

5. Dispute Resolution/Choice of Law: Except where prohibited, Winner (or parent or legal guardian if a minor) agrees that any dispute, controversy or claim arising out of or relating to (i) this Contest, (ii) the awarding or redemption of the prize, and/or (iii) the determination of the scope of applicability of these Official Rules or their enforcement or interpretation shall be resolved individually, without resort to any form of class action, and by final and binding dispute resolution under the rules of the American Arbitration Association; and further that any dispute resolution proceeding will take place in Chicago, Illinois. Under no circumstances will Entrant (or parent or legal guardian if a minor) be permitted to obtain awards for, and Entrant (or parent or legal guardian if a minor), hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, others than Entrant's out-of-pocket expenses, and Entrant (or parent/legal guardian if a minor) further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Medline in connection with this Contest shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

IN WITNESS WHEREOF, Medline and Winner (or parent/legal guardian if a minor) have executed this Agreement as of the date set forth above.

WINNER

MEDLINE INDUSTRIES, INC.

By: _____
(Signature of parent or legal guardian if
Winner is under 18 years of age)

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date of Birth: _____

Employer: _____

Telephone: _____