Disney's Sports Waiver and Permission Form

(Minor)

17 years of age or younger

Event Id: 7399

Participant Information

First Name: _____ **M.I.** _____ **Last Name:** _____

Date of Birth: _____ **Gender:** _____ **Phone Number:** _____

Role: _____

Event Information

Name of Event: _____ **Event Dates:** _____

Team Name: _____ **Age Division:** _____

Activity(ies): _____

TERMS AND CONDITIONS OF PARTICIPATION - PLEASE READ BEFORE SIGNING

In consideration of your minor child or ward being permitted to participate in the Event and activities referenced above, wherever the Event and/or activities may occur, you hereby attest that, after reading this Waiver and Permission Form completely and carefully, ***including the notice above your signature, as required by Florida Statutes 744.301***, you acknowledge that participation in the Event by your child or ward is entirely voluntary, and that you understand and agree as follows:

RELEASE OF LIABILITY: I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("**Claims**") associated with all risks that are inherent to his or her participation in the event and/or the activities specified above or other activities conducted in conjunction therewith (the "**Event/Activity**") (which risks may include, among other things, exposure to Naegliria Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones), whether such risks are open and obvious or otherwise. Further on behalf of myself, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/INSURANCE" below) of and from all Claims arising in any manner out of or in any way connected with my child's or ward's participation in the Event/Activity.

INDEMNITY/INSURANCE: I agree to indemnify and hold each of Walt Disney World Resort, a division of Walt Disney Parks and Resorts U.S., Inc., Disney Destinations, LLC, ESPN, Inc. and their respective parent, subsidiary and other affiliated or related companies (the "**Disney Companies**"); the Event host, all Event sponsors and charities having a presence at the Event/Activity, the sponsors of the Disney Companies, Event contractors, and their respective parent, subsidiary and other affiliated or related companies; Reedy Creek Improvement District and its Board of Supervisors; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the "**Released Parties**") harmless from and against any and all Claims arising out of or in any way connected with my child's or ward's participation in the Event/Activity, wherever the Event/Activity may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after participation in the Event/Activity. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in the activities and the Event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's or ward's participation in the Event/Activity, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that my child or ward is physically fit for participation in the Event/Activity and has the skill level required in connection with the Event/Activity, and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with the Event/Activity, I or my child or ward will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I, or my child or ward if I am not in attendance at the Event/Activity, will immediately advise the Event manager of any unsafe condition that I, or my child or ward if I am not in attendance at the Event/Activity, observe. My child or ward will refuse to participate, and I will refuse to let my child or ward to participate, in the Event/Activity until all unsafe conditions observed by me, or my child or ward, have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and my child or ward and further to display, edit, use and/or otherwise exploit my or my child's or ward's name, face, likeness, Event/Activity results (as more fully described below), voice, and appearance in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming (including broadcasts on ESPN platforms) in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Event/Activity results and standings (including but not limited to name, bib number, if applicable, age, times, if applicable, gender, "hometown", or other standard Event/Activity results), without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: This Waiver and Permission Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Waiver and Permission Form will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY**.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF EACH OF THE RELEASED PARTIES THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY DESTINATIONS, LLC, ESPN, INC. AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY, THE "DISNEY COMPANIES"); THE EVENT HOST, ALL EVENT SPONSORS AND CHARITIES HAVING A PRESENCE AT THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY, THE "EVENT HOST/SPONSORS/CHARITIES"); REEDY CREEK IMPROVEMENT DISTRICT AND ITS BOARD OF SUPERVISORS (COLLECTIVELY, "RCID"]) AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC. AND THE OTHER DISNEY COMPANIES; THE EVENT HOST/SPONSORS/CHARITIES; RCID; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC. AND THE OTHER DISNEY COMPANIES; THE EVENT HOST/ SPONSORS/CHARITIES; RCID; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE NOTICE IN THE PRECEDING PARAGRAPH IS ALSO GIVEN AND APPLICABLE IF YOU ARE THE LEGAL GUARDIAN OF A MINOR WARD, IN WHICH CASE BY SIGNING THIS FORM YOU ARE AGREEING TO LET YOUR MINOR WARD ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES AND GIVING UP YOUR MINOR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC. AND THE OTHER DISNEY COMPANIES; THE EVENT HOST/SPONSORS/CHARITIES; RCID; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES), ALL AS MORE FULLY EXPLAINED IN THE PRECEDING PARAGRAPH; IT BEING UNDERSTOOD AND AGREED THAT, AS USED IN THE PRECEDING PARAGRAPH, THE TERM "CHILD" INCLUDES YOUR MINOR WARD FOR ALL PURPOSES THEREOF.

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver and Permission Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to the all of the foregoing on behalf of myself and my minor child or ward identified above.

_____	_____	_____
Date	**Print Name of Parent or Court Appointed Guardian**	**Signature of Parent or Court Appointed Guardian**