

**Disney Waiver and Permission Form**

Please Print

**Minor****(17 Years of Age or Younger)****Participant Information**

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Gender: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_ Team Name: \_\_\_\_\_

(MM/DD/YYYY)

(M/F)

Function (select one): Athlete Coach Other \_\_\_\_\_

(Please specify function above, e.g., scorekeeper, etc.)

**Event Information**

Name of Event: \_\_\_\_\_ Event Dates: \_\_\_\_\_

Event Host: \_\_\_\_\_

Activities: \_\_\_\_\_ and all related and other activities held at or in conjunction with the Event

**TERMS AND CONDITIONS OF PARTICIPATION – THIS IS A MULTIPAGE FORM - READ CAREFULLY 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 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 Naegleria Fowleri 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 Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., ESPN, Inc. and each of their respective parent, subsidiary and other affiliated or related 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; Reedy Creek Improvement District and its Board of Supervisors; and the officers, directors, employees, agents, contractors, subcontractors, 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 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, 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, 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 Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this 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