

Disney Sports 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)

Event Information

Name of Event: Orlando International Dragon Boat Festival Event Dates: October 15 through and including October 16, 2010

Event Host: Great White North Communications LTD. Activity(ies): dragon boating, and all other activities held 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 Sports 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 which 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 the Released Parties identified on the second page of this Agreement 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 the Released Parties identified on the second page of this form, together with South Lake Hospital, Inc., The Toro Company, Orlando Regional Healthcare Systems, Inc., Hewlett-Packard Company, Amerada Hess Corporation, Hanesbrands, Inc., Jostens, Inc., and Adventist Health System/Sunbelt, Inc., and each of their respective parent, subsidiary, affiliated, or related companies (collectively the "Indemnified 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 up 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 Indemnified 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 Indemnified 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 conjunction 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 shall 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. I, or my child or ward, will refuse 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 and/or videotape me and my child or ward and further to display, use and/or otherwise exploit my or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, on television including broadcast on ESPN platforms, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event/Activity results and standings, without compensation, 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 shall 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 shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall 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.**

