

RELEASE/WAIVER FORM

2017 THE SUMMIT

Minor Release / Waiver Form

Please mail ALL copies • DO NOT tear apart.

Organization / Team Name _____

Minor's Name _____
(Please Print)

Address _____

City _____ St _____ Zip _____

Phone _____

Email _____

TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING

As used below, "**Varsity**" shall mean Varsity Spirit LLC and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing; and "**Disney**" shall mean Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

In consideration of your minor child or ward being permitted to participate in the Event referenced below, wherever the Event 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:

RESPONSIBILITY FOR DEBTS/DAMAGES: I/we, _____, parent(s)/legal guardian(s) of _____ (my/our "child"), hereby agree to assume full responsibility for the payment of all debts incurred by my/our child during his/her visit to the *Walt Disney World*® Resort and to reimburse Disney for any damages suffered by Disney due to acts of my/our child during that visit.

LIABILITY RELEASE: In consideration of my/our child's participation in the cheerleading, dance or other activities conducted by Varsity at the *Walt Disney World*® Resort on or about May 2 - 11, 2017 pursuant to the 2017 The Summit (the "**Event**"), I/we agree to assume all of the risks inherent in any such activities (which risks may include, among other things, muscle injuries, broken bones and other risks from falls), and, on my/our and my/our child's behalf, and behalf of my/our and my/our child's heirs, executors and administrators, I/we release and forever discharge each of Disney, Varsity, and the Event officials, corporate sponsors and production staff of and from all claims, judgments, losses, liabilities, damages, costs and expenses of any nature ("**Claims**") arising out of or in any way connected with my/our child's participation in the Event and/or any activities conducted at the Event and/or otherwise occurring on the *Walt Disney World*® Resort premises during my/our child's visit to the *Walt Disney World*® Resort for the Event, and/or otherwise occurring during the course of my/our child's travel to or from the *Walt Disney World*® Resort for the Event; and I/we further agree to defend, indemnify and hold harmless Disney, Varsity, and the Event officials, corporate sponsors and production staff from and against any and all such Claims, including, without limitation, attorneys' and other professionals' fees and costs. I/we understand that this release and indemnity agreement includes, without limitation, any Claims based on the negligence, action or inaction of Disney, Varsity or any Event officials, corporate sponsors or production staff, except for gross negligence, and covers personal and bodily injury (including death), and property damage, whether suffered by my/our child before, during or after my/our child's participation in the Event, and covers any claim from the lawful publication or any other lawful use of any photograph, videotape or narrative in any media. I/we acknowledge that Disney makes no representations or warranties, either express or implied, regarding the condition or suitability of the venue for the Event. This release and indemnity shall be governed by the laws of the State of Florida.

NOTICE TO THE MINOR CHILD'S OR WARD'S NATURAL GUARDIAN(S) REQUIRED UNDER FLORIDA STATUTES 744.301 - PLEASE READ BEFORE SIGNING

YOU ARE AGREEING TO LET YOUR MINOR CHILD OR WARD 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**"); Varsity Spirit LLC, 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 OR WARD 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 OR WARD'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 WARD 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 OR WARD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

X _____
Signature of Parent(s) or Legal Guardian(s) **Date** **Witness** **Date**

SUPERVISION: A chaperone/adult (age 21 or over) is required to attend with participants. This chaperone will be responsible for the participants at all times. I/we acknowledge that Disney and Varsity are not responsible for supervising my/our child.

APPEARANCE AGREEMENT: I/we understand that Varsity will arrange for photography during the Event which may include my/our child and that Varsity will arrange the proposed television program, videotapes, DVDs, podcasts and videocasts that may feature the Event (the "TV Program"). I/we further understand that the TV Program may be televised at any number of television networks, and may be televised elsewhere throughout the world for an unspecified number of runs. I/we hereby grant Disney, Varsity, their successors, assignees, licensees, sponsors and television networks and all other commercial exhibitors the exclusive right to photograph and/or videotape my/our child and further utilize my/our child's name, event participation, hometown, face, likeness, voice and appearance as part of the TV Program, in DVDs, podcasts and videocasts or in any other media now in existence or hereafter developed, in advertising and promoting the TV program and in advertising and promotions relating to Varsity, the *Walt Disney World*® Resort without reservation or limitation. In granting this license, I/we understand that neither Disney nor Varsity is under any obligation to exercise any of their rights, licenses and privileges herein granted. I/we waive any right to approve the program, promotion or copy.

RESPONSIBILITY DISCLOSURE NOTICE: Varsity acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity. Varsity shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Varsity. Varsity shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

MEDICAL RELEASE: I/we authorize Disney and/or Varsity to procure at my/our expense, any medical care reasonably required by my/our child during his/her visit at hospitals or facilities chosen by Disney and/or Varsity. I/we have listed below any medication that my/our child is currently taking. I/we will ensure that my/our child brings the medication with him/her to the *Walt Disney World*® Resort and that my/our child is responsible for taking the medication. I/we have also listed below any medications my/our child is allergic to.

Medications my/our child is taking (if any): _____

Medications my/our child is allergic to (if any): _____

Organization / Team Name (of child): _____

Minor's Name _____

X _____
Signature of Parent(s) or Legal Guardian(s) **Date** **Witness** **Date**

EMERGENCY INFORMATION: (Not traveling with the minor)

Name: _____ Address: _____

Telephone: (_____) _____ (home) (_____) _____ (work)

**EVERY PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPATING IN THE EVENT
MUST COMPLETE THIS FORM AND MAIL IT TO VARSITY'S OFFICE BY APRIL 12, 2017.**