

## ATHLETE WAIVER/RELEASE FORM ("AGREEMENT")

IN CONSIDERATION of my/the minor's participation in any way in any Amateur Athletic Union of the U.S. Inc. activity ("ACTIVITY") I, for myself, the minor, my personal representatives, assigns, heirs, and next of kin: **1. ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activity and that I am/ the minor is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I/ the minor will immediately discontinue further participation in the Activity. **2. FULLY UNDERSTAND** that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own/ the minor's actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur/ the minor incurs as a result of my participation or that of the minor in the Activity. **3. HEREBY RELEASE**, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE the Amateur Athletic Union of the U.S. Inc. ("AAU"), Disney Sports Attractions, LLC ("DISNEY"), their parent, related, affiliated, and subsidiary companies, as well as the officers, directors, agents, employees, representatives, successors and assigns of each of the foregoing entities, and the AAU's Associations, clubs, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by the AAU, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY/THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE RESCUE OPERATIONS, NEGLIGENCE SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement 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 said county having subject matter jurisdiction).

### Agreement to Participate

I, or we, grant to the Directors, Assistants, or assigned chaperons of this event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for the minor en route to or from or at the site of AAU event or hospital or other medical facility. I understand that should a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I hereby state that to the best of my knowledge the following information is complete:

MY/ THE MINOR'S PHYSICIAN'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

I am/The minor is presently taking the following medication or pills: \_\_\_\_\_

I am/The minor is allergic to the following (medicine, bee/insect stings, other): \_\_\_\_\_

I hereby authorize the AAU and/or Disney to allow the reproduction, dissemination, and/or publication of my / the minor's name and/or likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording. This is to be done in conjunction with my/the minor's participation in this AAU event and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my/the minor's participation in this event, nor will I/the minor receive any payment for the possible commercial use of my/the minor's name or likeness. **INSURANCE:** AAU membership provides excess medical insurance for any member athlete participating in an AAU-sanctioned practice or event. If such athlete has other medical coverage, theirs will be applied first, followed by AAU insurance. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTICIPANT'S SIGNATURE (only if age 18 or over): \_\_\_\_\_ DATE: \_\_\_\_\_

**MINOR RELEASE:** AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_(Street) \_\_\_\_\_(City) \_\_\_\_\_(State) \_\_\_\_\_(Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): \_\_\_\_\_

TEAM NAME: \_\_\_\_\_