

Disney's Sports Waiver and Permission Form (Adult and Minor)



Participant Information - Please Print

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

Date of Birth: _____ Gender (M/F): _____ Phone Number: _____

Participant Email Address: _____ (optional)

(For participants under age 13, please provide Parent's Email Address)

Event Information

Name of Event: Disney's Race for the Taste 3K - 2009

Event Date(s): Oct. 11, 2009

Sport Type(s): Running, together with any other activities conducted at, or in conjunction with the Event

Please Read Carefully Before Signing

Release and Indemnity (Adult – 18 years of age or over; Minor – under 18 years of age)

In consideration of my and/or my child or ward's participation in the Sport Type(s) and Event referenced above and any related activities (collectively, the "Event"), wherever the Event may occur, I agree to assume all risks incidental to such participation (which risks may include, among other things, muscle injuries, heat and stress related issues and broken bones). On my own and/or my child or ward's behalf, and on behalf of my and/or my child or ward's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my or my child or ward's participation in the Event and/or any such activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and 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 such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are Walt Disney World Co., Disney Destinations, LLC, Disney Event Group, and their respective parent, subsidiary and other affiliated or related companies (including, without limitation, ESPN, Inc. and its affiliated and subsidiary companies), the Event Host referenced above, all Event sponsors or charities, and each of their respective parent, subsidiary, affiliated or related companies; South Lake Hospital, Inc., The Toro Company, Orlando Regional Healthcare Systems, Inc., National Fluid Milk Processor Promotion Board, Amerada Hess Corporation, Hanesbrands Inc., Jostens, Inc. and Adventist Health System/Sunbelt, Inc., and each of their respective parent, subsidiary, 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.

I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child 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, television, 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 results and standings, without compensation, reservation or limitation. I further authorize distribution by the Released Parties of my contact information, including my e-mail address, to third parties for promotional purposes, or for any other purpose whatsoever, without compensation, reservation or limitation. The Released Parties are, however, under no obligation to exercise any rights granted herein.

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. I certify I am 18 years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

Date

Signature of Participant (if over 18) or
Parent (if participant is under 18) or
Court Appointed Guardian

Print Name of Participant (if over 18) or
Parent (if participant is under 18) or
Court Appointed Guardian