

Please mail ALL copies

Name _____
(Please Print)

Address _____ City _____ St _____ Zip _____

Phone _____ Email _____

TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING

In consideration of your participation in the cheerleading, dance or other activities conducted by Varsity at the Walt Disney World® Resort on or about May 1 – 10, 2018 pursuant to the 2018 The Summit (the “Event”), 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 entirely voluntary, and that you understand and agree as follows:

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.

RELEASE OF LIABILITY: I agree, on behalf of myself and my heirs, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature (“Claims”) associated with all risks that are inherent to my participation in the Event specified above or other activities conducted in conjunction therewith (which risks may include, among other things, exposure to Naegleria Fowlerii 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 and my heirs, 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 anyway connected with my participation in the Event.

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; 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; 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 anyway connected with my participation in the Event, wherever the Event 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 either before, during or after participation in the Event. 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 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 participation in the Event, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event and have the skill level required in connection with the Event, and I have not been advised otherwise. I agree that before I participate in any activity conducted in conjunction with the Event, I will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event, 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 behalf. Additionally, I authorize medical treatment for myself, 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 will immediately advise the Event manager of any unsafe condition that at the Event, that I observe. I will refuse to participate, in the Event until all unsafe conditions observed by me, have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my 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 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.**

SUPERVISION: I acknowledge that Disney and Varsity are not responsible for supervising me.

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.

