

**2024 Orlando Thanksgiving Tour  
November 26-29, 2024  
Liability Release and Waiver Form**

Organization / Team Name \_\_\_\_\_

Name \_\_\_\_\_

(Please Print)

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

As used below, "Varsity" shall mean Varsity Spirit LLC and "Disney" shall mean Disney Destinations, LLC and Walt Disney Parks and Resorts U.S., Inc.

**Participant Liability Release and Waiver Form – Read Carefully Before Signing**

Liability Release: I (sometimes referred to as "Me" or "My"), on my own behalf and, if I am a parent/guardian of a participant, on behalf of \_\_\_\_\_, a minor participant (i.e., a person unable to bind themselves without parental/guardian consent as determined by state law) (hereinafter "Minor") of whom I represent to be the custodian/guardian vested the authority to make decisions for and speak on behalf of (I and Minor, if applicable, are hereafter referred to individually and/or collectively as "We", "Our" or "Us"), hereby acknowledge and agree that We voluntarily seek to participate in and/or attend the event listed above (including all cheerleading, dance or other activities related thereto) to be conducted and promoted by Varsity at the Walt Disney World® Resort on or about the date listed above, wherever the event and/or activities related thereto may occur (the locations at which activities and related activities may occur collectively "Event Site") (individually and collectively the "Event(s)"). In exchange for participation/attendance at the Event, We hereby attest that, after reading this Release and Waiver Form completely and carefully, including the notice above My signature, as required by Florida Statute 744.301, We acknowledge that participation in the Event is entirely voluntary, and that We understand and agree to the following terms and conditions ("Terms and Conditions"):

(1) We understand that each of Varsity, all Event sponsors and charities, the National High School Cheerleading Championships, Inc., a not for profit corporation ("NHSCC"), U.S. All Star Federation, Inc., a not for profit corporation ("USASF"), USA Federation for Sport Cheering, a not for profit corporation ("USA Cheer"), together with each of the above named entities' (including Varsity) respective parent companies at all levels, subsidiaries, affiliated companies, directors, officers, representatives, members, agents, employees, and contractors, and the heirs, successors, assigns, executors and administrators of each (all of the aforementioned shall individually and collectively be referred to as "Spirit Et Al") and Disney, ESPN, Inc., Central Florida Tourism Oversight District and its Board of Supervisors, together with each of the above named entities' (including Disney) respective parent companies at all levels, subsidiaries, affiliated companies, directors, officers, representatives, members, agents, employees, and contractors, and the heirs, successors, assigns, executors and administrators of each (all of the aforementioned shall individually and collectively be referred to as "Disney Et Al") are detrimentally relying upon Us to agree to the Terms and Conditions as a condition of participation/attendance, and therefore, these Terms and Conditions constitute valuable consideration We are providing to participate in and/or attend the Event(s);

(2) We understand and agree that the Event(s) concern or contain intense, physically demanding, and dangerous activities whereby Injury or Injuries ("Injury" and/or "Injuries", individually or collectively, are defined as physical, emotional and/or mental illness, injury, and/or trauma, including minor, minimal, serious, catastrophic and/ or death, including without limitation contact with water and exposure to Naegleria fowleri and coliform bacteria and other water-born substances, viruses, illnesses, life forms, encounters with wildlife (including, without limitation, alligators and snakes), animal and insect bites and/or stings, uneven terrain, muscle injuries, heat and stress related issues, cuts, lacerations, broken bones, pandemic and communicable disease, including, without limitation, COVID-19, property damage and loss by theft or otherwise) are a natural and foreseeable consequence of Our voluntary participation and We undertake the risk of such Injury or Injuries;

(3) We understand that Injuries can occur as a result of the athletic stunts and/or feats We attempt, and/or other activities, including but not limited to recreational and leisure activities, for which we engage, and We agree to undertake the risk of such Injury;

(4) We understand that many aspects of the Event(s) involve working together with, being among and around Spirit Et Al, Disney Et Al and other athletes/participants/spectators/coaches and that human error, negligence, gross negligence, reckless, willful or wanton acts or omission of others with whom We are participating with or near may cause Us Injury which We understand to be part of the risks involved in participating in or attending the Event(s); and

(5) We understand and agree that:

(a) We will be at the Event Site and Surrounding Areas ("Surrounding Area" and/or "Surrounding Areas", individually or collectively, are defined as parking lots, hotels, streets, walkways, restaurants, recreational parks, convenience stores, etc.);

(b) Event Sites and Surrounding Areas have many risks both during structured events, during down-time, during recreational and leisure activities, and during meals, etc.;

(c) (i) Neither Spirit Et Al nor Disney Et Al has control over third parties, including but not limited to other participants, counselors, coaches or other assistants of gyms or teams or spectators;

(ii) Neither Spirit Et Al nor Disney Et Al has control over persons not employed or otherwise engaged for services, and then, only the actual employer or engaging party, and not all of Spirit Et Al or Disney Et Al, can exercise some control over said person, subject to the limitations in (iii) below, and therefore, We agree to look only to the actual employer engaging party should a person cause Us Injury;

(iii) even as to an employee or contractor of one or more entity of Spirit Et Al and Disney Et Al, respectively, even the entity within Spirit Et Al and/or Disney Et Al that engages such person to work at the Event has only limited control over the person engaged (employed or otherwise), and We agree neither the actual employer, nor Spirit Et Al, nor Disney Et Al has any control or is otherwise responsible for the acts of employees, contractors, or other persons when such persons are not working (including but not limited to downtime at Event(s), Event Sites, or Surrounding Areas) or where the person is engaging in behavior or conduct that is outside the scope of their engagement;

(iv) We may suffer Injury at the hands of persons identified in subparts (i), (ii), and (iii) through such person's negligence, gross negligence, willful or even intentional acts for which neither Spirit Et Al nor Disney Et Al can predict, control or prevent;

(6) In consideration for being able to participate in or attend the Event(s), We acknowledge and agree that participation in or attending the Event(s) subjects Us to the possibility of Injury and We are assuming the risk of such Injury by participating in and/or attending the Event(s). We assume sole and full responsibility for Our participation and/or attendance, and agree not to hold or claim Spirit Et Al and/or Disney Et Al accountable or liable for any Injuries sustained. We further agree to hold harmless and covenant not to sue Spirit Et Al, Disney Et Al, the Event Site, and/or any online platform through which the Event(s) is being conducted (if applicable) (individually and collectively, "Releasees"), from and against any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, demand, action, cost and expense (including, without limitations, attorney's fees and costs) (collectively, "Claim") arising out of or connected with the Event(s), including any Claim arising out of or connected with any Injury that We may incur or sustain during the Event(s), related to all activities associated with the Event(s), in or around Surrounding Areas, and/or incurred while traveling to and from the site for the Event(s) or any other location from which We are participating in or attending the Event(s), whether or not the Event(s) actually occurs. We further expressly agree to indemnify and hold harmless the Releasees against loss from any further Claims that may subsequently be brought by Us or by any other persons on account of any Injury or damages of any character resulting from Our participation in or attendance at any Event. We further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such Claim.

(7) Supervision: An adult (age 21 and over), which shall be solely vetted by Me, is required to attend the Event(s) with any participants under the age of 21. I (if 21 or over) or this adult will be responsible for Me and/or Minor at all times. We understand that Releasees are not responsible in any manner for vetting Our chosen adult supervisor or otherwise protecting Us from acts of misconduct by such adult.

(8) Appearance Agreement: I agree that as a participant and/or attendee at Event(s), We may be included in recordings, streaming, videotapes, photographs, DVDs, podcasts and videocasts taken during the Event(s). Therefore, without reservation or limitations, We hereby irrevocably assign, transfer and grant to Releasees and their successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape Us at Events and utilize such videotapes and photographs and to further use Our name, image, face, likeness, voice and appearance as a part of the Event(s), in advertising and promoting the Event(s), in advertising and promoting similar future events, or in advertising and promotions relating to Releasees, in any media now in existence or hereafter developed, without further compensation and without reservations or limitations. We further understand that no Releasee nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. We waive any right to inspect or approve any materials related thereto.

(9) Event(s) Rules: We further acknowledge and understand that Spirit Et Al and/or Disney Et Al have established rules and regulations pertaining to conduct, behavior and activities of all Event(s) participants and attendees. We agree that the Terms and Conditions outlined herein are considered part of and incorporated into the rules and regulations for each and every Event without them needing to be repeated. We acknowledge that We have received, read and understand the Event(s) rules and agree to abide by the same during the Event(s). We will be responsible for Our failure to abide by those rules and regulations, We agree failure to abide by the rules and regulations is considered fault and negligence should Injury occur as a result, and We agree to hold Releasees harmless for any Injury, including the payment of any damages, for which Our failure to abide by the same causes in whole or in part. We agree to indemnify and defend Releasees from any and all Claims related to or resulting from (in whole or in part) Our failure to abide by the aforementioned rules and regulations. We understand that violation of the rules and regulations can result in dismissal from the Event(s) with no refund.

(10) We understand that Spirit Et Al may report any potential or suspected violations of the rules referenced in section 9, above, or any other perceived misconduct of any type, to third parties as appropriate, and in a superabundance of caution, including to law enforcement,

child protection authorities, USA Cheer and/or USASF. We hereby covenant not to sue Spirit Et Al for any and all good faith reports. We understand that Spirit Et Al may provide personal or other information about Us to each other and/or Disney Et Al and to third parties in connection with any such reports and/or to assist in any investigation or review of potential or suspected violations of any rules or regulations or other misconduct, behavioral concerns or other activities.

(11) Transportation Release: We acknowledge that Spirit Et Al or Event Site may arrange, facilitate, or provide transportation, including through private vehicles as appropriate, for Us and agree that We may participate in such transportation and consent to any means of such transportation – including but not limited to giving permission for Us to ride in private cars. We further agree to release and discharge any Releasees from all Injuries and from all damage to property, real or personal, caused by or arising out of the above-described transportation.

(12) Medical Release: We acknowledge and agree that participation in the Event(s), Event Sites, and Surrounding Areas, subjects Us to risk of Injury, and that We acknowledge that We are assuming the risk of such Injury by participating in and/or attending the Event(s). In the event of Injury, We authorize Spirit Et Al and/or Disney Et Al to obtain medical treatment it deems needed or necessary and hereby release and hold harmless Releasees in the exercise of this authority. We further acknowledge and understand that We will be responsible for any and all medical and related bills that may be incurred on behalf of Us for any Injury or possible Injury that We may sustain during the Event(s), at Event Sites, in Surrounding Areas, and/or while traveling to and from Event(s), whether or not the Event(s) actually occurs.

(13) COVID-19 (and other diseases) Assumption of Risk and Release: We acknowledge that We are aware that participants are not required to prove immunization against COVID-19 or other diseases, or to wear masks, unless required to do so by state or local guidelines, in order to participate in or attend the Event(s), and that certain risks associated with exposure to COVID-19 or other communicable or non-communicable diseases may exist at the Event(s). By participating or attending, We are assuming all risks, responsibility and liability concerning Our health and safety and possible exposure to COVID-19, or other communicable or non-communicable diseases, in connection with the Event(s). We agree to release and to hold harmless Releasees from any and all liability, whether caused by negligence of the Releasees or otherwise, for any Claim arising out of or associated with Our participation in or attendance at the Event(s), including but not limited to possible exposure to COVID-19 or any other communicable or non-communicable disease.

Varsity is located in the United States. The information provided in connection with this Release and Waiver Form will be stored and processed in the United States by Varsity and our vendors.

Governing Law: This Release and Waiver Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Release/Waiver 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.

### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)**

**READ THIS RELEASE AND WAIVER FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD 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., VARSITY SPIRIT LLC, ALL EVENT SPONSORS AND CHARITIES, THE NATIONAL HIGH SCHOOL CHEERLEADING CHAMPIONSHIPS, INC., U.S. ALL STAR FEDERATION, INC., USA FEDERATION FOR SPORT CHEERING, AND CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AND ITS BOARD OF SUPERVISORS, TOGETHER WITH EACH OF THE ABOVE NAMED ENTITIES' RESPECTIVE PARENT COMPANIES AT ALL LEVELS, SUBSIDIARIES, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, REPRESENTATIVES, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, HEIRS, SUCCESSORS, ASSIGNS, EXECUTORS AND ADMINISTRATORS) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD 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 RELEASE AND WAIVER FORM YOU**

**ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY DESTINATIONS, LLC, ESPN, INC., VARSITY SPIRIT LLC, ALL EVENT SPONSORS AND CHARITIES, THE NATIONAL HIGH SCHOOL CHEERLEADING CHAMPIONSHIPS, INC., U.S. ALL STAR FEDERATION, INC., USA FEDERATION FOR SPORT CHEERING, AND CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AND ITS BOARD OF SUPERVISORS, TOGETHER WITH EACH OF THE ABOVE NAMED ENTITIES' RESPECTIVE PARENT COMPANIES AT ALL LEVELS, SUBSIDIARIES, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, REPRESENTATIVES, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, HEIRS, SUCCESSORS, ASSIGNS, EXECUTORS AND ADMINISTRATORS) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD 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., DISNEY DESTINATIONS, LLC, ESPN, INC., VARSITY SPIRIT LLC, ALL EVENT SPONSORS AND CHARITIES, THE NATIONAL HIGH SCHOOL CHEERLEADING CHAMPIONSHIPS, INC., U.S. ALL STAR FEDERATION, INC., USA FEDERATION FOR SPORT CHEERING, AND CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AND ITS BOARD OF SUPERVISORS, TOGETHER WITH EACH OF THE ABOVE NAMED ENTITIES' RESPECTIVE PARENT COMPANIES AT ALL LEVELS, SUBSIDIARIES, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, REPRESENTATIVES, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, HEIRS, SUCCESSORS, ASSIGNS, EXECUTORS AND ADMINISTRATORS) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. THE NOTICE ABOVE IS ALSO GIVEN AND APPLICABLE TO LEGAL GUARDIANS AND THEIR MINOR WARD(S) WHO YOU ARE AGREEING TO LET ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. ALL REFERENCES TO "CHILD" ABOVE ARE APPLICABLE TO YOUR MINOR WARD(S) AND YOUR AND YOUR WARD'S RIGHTS TO RECOVER FROM THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY DESTINATIONS, LLC, ESPN, INC., VARSITY SPIRIT LLC, ALL EVENT SPONSORS AND CHARITIES, THE NATIONAL HIGH SCHOOL CHEERLEADING CHAMPIONSHIPS, INC., U.S. ALL STAR FEDERATION, INC., USA FEDERATION FOR SPORT CHEERING, AND CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT AND ITS BOARD OF SUPERVISORS, TOGETHER WITH EACH OF THE ABOVE NAMED ENTITIES' RESPECTIVE PARENT COMPANIES AT ALL LEVELS, SUBSIDIARIES, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, REPRESENTATIVES, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, HEIRS, SUCCESSORS, ASSIGNS, EXECUTORS AND ADMINISTRATORS).**

WE HEREBY WARRANT THAT WE HAVE READ THIS RELEASE AND WAIVER FORM IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. WE ARE AWARE THAT THIS PARTICIPANT RELEASE AND WAIVER FORM RELEASES RELEASEES (DEFINED ABOVE) FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF OUR VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS. WE FURTHER ACKNOWLEDGE THAT NOTHING IN THIS RELEASE AND WAIVER FORM CONSTITUTES A GUARANTEE THAT THE EVENT(S) WILL OCCUR. WE HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF OUR OWN FREE WILL.

X \_\_\_\_\_  
Signature of Self (if not minor) or Parent or Legal Guardian of Minor Date

X \_\_\_\_\_  
Signature of Witness Date

EMERGENCY INFORMATION: (Not traveling with the minor)

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_ (home) (\_\_\_\_\_) \_\_\_\_\_ (work)