Disney Sports Waiver and Permission Form ***(Adult)***

Please Print ***(18 Years of Age or Older)***

Participant Information

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

DOB: _____ ***Gender:*** _____ ***Emergency Phone Number:*** _____ **Team Name:** _____

(MM/DD/YYYY) (M/F)

Event Information

Name of Event: **Disney Spring Training** **Event Date:** **February 24, 2019 - April 27, 2019**

Event Host: **Disney**

Activity(ies): **Baseball, Softball, Rugby, Soccer, Golf, Lacrosse, Tennis, Track and Field**

TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING

In consideration of my being permitted to participate in the Event and activities referenced above (collectively, the "**Event/Activity**"), wherever the Event/Activity may occur, I hereby attest that, after reading this Sports Waiver and Permission Form completely and carefully, I acknowledge that my participation in the Event/Activity is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my participation in the Event/Activity, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including, but not limited, to other individuals in attendance at the Event/Activity to and the Released Parties, as defined below) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event/Activity. I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event/Activity, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Event/Activity. On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("**Claims**") arising out of or in any way connected with my participation in the Event/Activity, and further agree to indemnify and hold each Released Parties harmless from and against any and all such Claims including but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand that this release and indemnity includes any Claims based on 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 before, during or after such participation. For the purposes hereof, the "**Released Parties**") are Walt Disney World Resort, a division of Walt Disney Parks and Resorts U.S., Inc., Disney Destinations, LLC, ESPN, Inc. and their respective parent subsidiary and other affiliated or related companies (the "**Disney Companies**"); the Event Host, all Event sponsors and charities having a presence at the Event/Activity, the sponsors of the Disney Companies, Event contractors, and 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.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event/Activity, have the skill level required in connection with the Event/Activity, and have not been advised otherwise. I agree that before I participate in the Event/Activity, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event/Activity, 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 own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties shall 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 I observe, and will refuse to participate in the Event/Activity 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, Event/Activity results and standings (as more fully described below), 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 broadcast 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/Activity result and standings (including but not limited to name, bib number, if applicable, age, times, if applicable, gender, "hometown", or other standard Event/Activity results) 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 Waiver and Permission Form will 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 will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court will 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**.

_____ _____ _____

Date **Signature** **Print Name**