



Release, Waiver of Liability & Photographic Release

Parent/Guardian/Volunteer Participant Name _____

Name of Minor Child Participant (if applicable) _____

Specific Program/Activity _____

The Participant named above, on behalf of him/herself and his/her child (if applicable) hereby freely, voluntarily, and without duress executes this Release under the following terms:

In consideration of The Mark Wandall Foundation, Inc., a Florida non-profit corporation, granting me, or my child, or both, permission to participate in the above-described activity, I, both individually and in the representative capacity of my child (if applicable), agree to unconditionally release, waive, forever discharge, and hold harmless The Mark Wandall Foundation Inc., its President, Board of Directors, volunteers, officers, independent contractors, employees, agents, servants, successors and assigns, all hereafter referred to as "Releasees," from all liability, claims, demands and courses of action of whatever kind or nature, either in law or in equity, which arise or may hereafter arise, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, injury, or death, to person or to property, whether caused by the negligence, or otherwise, of the releasees, or by my own actions, my minor child's actions, or both.

Rules: Additionally, I agree that I, and my minor child (if applicable) will adhere to all applicable rules and regulations of the Releasees, as well as any rules and regulations instituted by the business, facility, property owner, agent, employee, or servant of the location at which the above listed program/activity is being held.

Certification of good health: I certify and warrant that I am, and my minor child (if applicable) is, in good health and physical condition and able to participate in the activity. I also understand that the Releasees do not assume any responsibility for, or obligation to provide, financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance in the event of injury or illness.

NOTICE TO THE MINOR CHILD'S GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE MARK WANDALL FOUNDATION, INC., ITS PRESIDENT, BOARD OF DIRECTORS, VOLUNTEERS, OFFICERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS, AND ASSIGNS 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 WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE MARK WANDALL FOUNDATION, INC., ITS PRESIDENT, BOARD OF DIRECTORS, VOLUNTEERS, OFFICERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS, AND ASSIGNS 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 MARK WANDALL FOUNDATION, INC., ITS PRESIDENT, BOARD OF DIRECTORS, VOLUNTEERS, OFFICERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS, AND ASSIGNS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Medical Treatment: I, both individually and in the representative capacity of my child (if applicable), do hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the above named activity in association with Releasees.

Insurance: I, both individually and in the representative capacity of my child (if applicable), understand and acknowledge that The Mark Wandall Foundation, Inc. does not carry or maintain health, medical, or disability insurance for Participants. **Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.**

Photographic Release: I, both individually and in the representative capacity of my child (if applicable), do hereby grant, convey, and assign unto The Mark Wandall Foundation, Inc. all rights, title, and interest in all photographic images and video, or audio recordings made during my participation, or my child's participation (if applicable) with The Mark Wandall Foundation, Inc., including, but not limited to, any and all rights, title, and interest to any financial proceeds, or other benefits derived from such photographs or recordings.

Other: I, both individually and in the representative capacity of my child (if applicable), expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I, both individually and in the representative capacity of my child (if applicable), agree that if any clause or provision of this Release shall be held to be invalid by any court of competent authority, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Parent/Guardian/Volunteer/Participant Signature _____/Date_____