



# Give Kids The World Release

To be completed by, or on behalf of, any individual visiting Give Kids The World Village (1 of 4)

WISH CHILD

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

060121

## General Release and Waiver of Liability Agreement

Give Kids the World, Inc., a Florida non-profit corporation ("GKTW") is affording to \_\_\_\_\_  
*Wish Child Name*

(the "Wish Child") and the Wish Child's parent(s) and/or legal guardian(s), and other accompanying participants identified below as the "Other Participants (all collectively referred to herein as the "Wish Participants," and each individually as a "Wish Participant"), the opportunity to receive fulfillment of a Wish. A "Wish" is described as: a visit to the GKTW Village in Central Florida, which may include theme park admission, meals, lodging and entertainment at GKTW Village, The Wish Participants may also make additional follow-up visits, as applicable, described as "Follow-up Visits"; The Wish and Follow-up Visits are collectively referred to as the "Wish and Follow-Up Visits". A Wish Participant may identify certain minor children in this General Release for whom the Wish Participant is parent, legal guardian or has other authority by which to execute this General Release on behalf of and bind the identified minor children for purposes of participating in the Wish and Follow-Up Visits, which children for that Wish Participant are referred to in this General Release as "Identified Minor Children." In consideration of GKTW granting to the Wish child and Wish Participants the opportunity for the Wish Participants to participate in the Wish and Follow-Up Visits and additionally allowing the Wish Participants to enter into, visit and participate in activities in one or more properties, parks or facilities owned, operated or maintained by GKTW (the "GKTW Facilities") or such other properties, parks or facilities owned by third parties ("Third Party Facilities") (with GKTW Facilities and Third-Party Facilities being referred to as "Facilities"), and in recognition of the possible dangers to which each may voluntarily subject themselves or be subject to in participating in any of the activities related to fulfillment of the Wish and Follow-Up Visits or otherwise in the Facilities, which may include, but are not limited to, participation in strenuous and non-strenuous physical activity, exposure to hazardous materials, hazardous substances, allergens and other materials that may be damaging or dangerous, exposure to animals, both wild and domestic, and participation in any other activity that is integral or incidental to fulfillment of the Wish and Follow-Up Visits or to entering or visiting the Facilities, I/We, the undersigned, ON BEHALF OF MYSELF AND MY MINOR CHILD (as applicable and identified below as Identified Minor Children), HEREBY AGREE AS FOLLOWS:

1. Each and every Wish Participant knowingly, freely and voluntarily, for himself, herself, and for any Identified Minor Children below including but not limited to the Wish Child, and each of our heirs, personal representatives and assigns, do hereby fully release, waive and discharge any and all claims, demands, causes of action, and suits in equity, of whatever kind or nature (including without limitation, all claims, demands, causes of action, and suits based upon GKTW's negligence, acts of negligence, omissions or recklessness) arising as a result of, or in any way related to, our participation in any activities related to fulfillment of the Wish and Follow-Up Visits, whether or not on or around or traveling to or from any of the Facilities, from which any claims, liability, losses or damages may or could accrue to GKTW, and any of GKTW's partners, managers, members, officers, directors, employees in whole or in part or agents, as well as all of GKTW's related and affiliated companies and corporations, in addition to all volunteers and other individuals involved with, participating in, or associated with fulfilling the Wish and Follow-Up Visits (the "Released Parties"). The Wish Participants, for himself, herself, and/or for any of our Identified Minor Children including but not limited to the Wish Child, acknowledge that this release is intended to remain in effect and be enforceable for the initial Wish and any additional follow-up Wish and Follow-Up Visits, and further acknowledge and agree that this release unambiguously demonstrates a clear and understandable intention to relieve the Released Parties from liability such that an ordinary and knowledgeable person will know what he or she is contracting away.
2. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, knowingly and fully assume any and all risks of illness, injury or harm to himself or herself, including, but not limited to, death and injury, or other accident, and damage to loss or destruction of personal property, whether such risks are inherent or incidental to the activities related to fulfillment of the Wish and Follow-Up Visits or not, or Wish Participants traveling to or presence at or around the Facilities. I understand and acknowledge that participation in some activities related to the fulfillment of the Wish and Follow-Up Visits, including use of exercise equipment located on the premises, involves the risk of serious injury, including permanent disability and death. The Wish Participants, for himself, herself, and/or for any Identified Minor Children including but not limited to the Wish Child, represent that we are in good health to undertake any activity related to the fulfillment of the Wish and Follow-Up Visits, and that each Identified Minor Children has sufficient clearance from a medical professional to conduct such activity, including but not limited to exercise.
3. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, as well as their heirs, legal representatives, personal representatives, and assigns, from the date of this Agreement, and forever hereafter, fully and unconditionally agree to release and hold harmless and blameless the Released Parties for any injury or death to the Wish Participants, including injury or death occasioned by traveling to or from the facilities or presence at or around the Facilities, participation in any activities related to fulfillment of the Wish or Follow-Up Visits, including without limitation any injury or death that occurs on or in any of the Facilities, or that arises from or in any way relates to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.
4. Should any of the Wish Participants, or their heirs, personal representatives or assigns, institute any action against any of the Released Parties arising out of any injury to person or property, as a result of participation in any of the activities related to fulfillment of the Wish and Follow-Up Visits, or as a result of traveling to or from or presence on or around the Facilities, then and in that event, each agree, for himself, herself and heirs, legal representatives and assigns, to pay all costs of such action, including without limit attorneys' fees, cost or expenses incurred by the Released Parties.



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5. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, their heirs, personal representatives, spouses, descendants, or assigns, hereby agree not to sue or bring any claim, demand, causes of action (judicial or quasi-judicial), suits in equity of whatever kind or nature, directly or indirectly, against any of the Released Parties relating to or arising out of the fulfillment of the Wish and Follow-Up Visits, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.
6. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, acknowledge and agree they have read and understand the provisions of this General Release and Waiver of Liability and have read all materials provided or made available regarding the Wish and Follow-Up Visits and the Facilities. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, have had the opportunity to inquire into the dangers associated with the any activities related to fulfillment of the Wish and Follow-Up Visits. The Wish Participants, for himself, herself, and any Identified Minor Children, including but not limited to the Wish Child, have had the opportunity to consult with legal counsel relating to this Agreement. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, understand that but for executing this General Release and Waiver of Liability, the Released Parties would not permit the Wish Participants to participate in any activities related to fulfillment of the Wish and Follow-Up Visits, and further expressly agree that the terms and provisions of this General Release and Waiver of Liability are intended to be as broad and inclusive as is permitted by Florida law.
7. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, agree to defend, indemnify and hold the Released Parties harmless from and against any and all losses or damages arising from or in any way related to any actions or failure to act taken by them while engaging in any activities related to the Wish and Follow-Up Visits or otherwise on, in, or traveling to the Facilities, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.
8. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, agree that this General Release and Waiver of Liability shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting or related to the Wish and Follow-Up Visits or this General Release and Waiver of Liability, the Wish Participants hereby exclusively designate the state or federal courts sitting in Osceola County, Florida, as the proper, sole and exclusive jurisdiction and the venue in which same is to be instituted.
9. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, agree as part of the fulfillment of the Wish and Follow-Up Visits, GKTW collects certain personal information and data, including without limit, personal and health data, Personal Identifiable Information and Protected Health Information as those terms are defined in the Health Insurance Portability and Accountability Act ("HIPAA"), along with other personal information and data relating to an identified or identifiable natural person in relation to GDPR, and the Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, consent to and agree for GKTW to collect, store, keep, process, transmit and use this information, including but not limited to by disclosing the collected information to hospitals, first responders, and other healthcare providers as needed or requested, at the discretion of GKTW in emergency situations or care and treatment of the Wish Participants, Identified Minor Children, or the Wish Child. This consent and release includes, but is not limited to, the disclosure of the GKTW Patient Summary form. This information will be collected, stored, processed, transmitted and disclosed by GKTW in accordance with GKTW's Privacy Policy (available: <https://www.gktw.org/contact/privacy.php>) as updated and revised. Any processing, storage, transmission or other use of such information by such recipients in this paragraph will be at their sole responsibility and in accordance with the policies and practices of such third parties and GKTW shall have no liability or responsibility for any processing, storage, transmission or use of such information or data by such recipients.
10. **Waiver of Liability Relating to Coronavirus/COVID-19** The novel coronavirus/COVID-19 ("COVID-19") was declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. GKTW strives to maintain a safe environment and is taking precautions to assist in curbing the spread of COVID-19 and protect the safety of the Wish Child, Wish Participants, and the Identified Minor Children while at the GKTW Facilities. However, GKTW does not guarantee, warrant or represent that the Wish Child, Wish Participants, or the Identified Minor Children will not be exposed to or infected with COVID-19 either before, during, or after any activities related to fulfillment of the Wish and Follow-Up Visits or while at the Facilities. For this reason, GKTW is following the Center of Disease Control (the "CDC") and local health department guidelines, as they are updated and amended, with regard to social distancing practices and the use of appropriate other protective measures to reduce the spread of COVID-19. Please note that the GKTW guidelines may change from time to time, even during the time of travel to or during a stay at GKTW Facilities. Accordingly, the Wish Child, Wish Participants, and the Identified Minor Children agree to fully and completely comply with all GKTW direction, practices and policies as informed by the current CDC and local rules and guidelines throughout the time of their visit including any changes.

The Wish Child, Wish Participants and Identified Minor Children each hereby acknowledge the contagious nature of COVID-19 and voluntarily assume all risks of being exposed to or infected with COVID-19 during any and all activities related to the Wish and Follow-Up Visits or while at the Facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death, and they each further acknowledge understanding that the risks of becoming exposed to or infected by COVID-19 either before, during, or after any activities related to the Wish and Follow-Up Visits or while at the Facilities may result from their own actions, inactions, negligence or recklessness, as well as from the actions, inactions, negligence or recklessness of others, including without limitation GKTW, GKTW employees, agents and representatives, other GKTW guests, and members of the general public.



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The Wish Child, Wish Participants and Identified Minor Children each represent and warrant that they are not currently experiencing any symptoms of COVID-19 identified by the CDC, have not been in contact with someone with confirmed or suspected COVID-19 symptoms without completing an appropriate quarantine if required, and are not currently under any self-quarantine orders.

In specific and general consideration for GKTW's fulfillment of the Wish, the Wish Child, Wish Participants, and the Identified Minor Children (collectively, the "Releasers"), each of the Releasers hereby fully and forever releases, acquits, discharges, and holds harmless GKTW—including without limitation, GKTW's present, former and future executives, officers, directors, managers, administrators, staff, employees, volunteers, agents, representatives, departments, divisions, predecessors in interest, and successors in interest—(collectively, the "Released Parties") from all claims, causes of action, suits, actions, inactions, omissions, negligence, recklessness, debts, dues, costs, taxes, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liens, executions, direct liabilities, vicarious liabilities, technical liabilities, derivative liabilities, torts, obligations, indemnifications, contributions, acts, omissions, representations, non-disclosures, and all other claims, damages and demands of any type or nature whatsoever, whether arising in law or equity under federal or state law, which each Releaser has, had or may have, whether known or unknown, that are in any way related to, arising from or based upon exposure to or contraction of COVID-19 that may occur before, during or after any activities directly or indirectly related to GKTW's fulfillment of the Wish or Follow-Up Visits, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.

The Wish Child, Wish Participants and Identified Minor Children each knowingly and voluntarily agree to fully assume all of the foregoing risks and accept sole and exclusive responsibility and liability for any injury (including, but not limited to, personal injury, disability, and death), harm, illness, damage, loss, claim, liability, or expense, of any kind in any way associated with exposure to or contraction of COVID-19 at any time and place, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.

Each of the Releasers acknowledge and agree that this release shall be fully binding upon them and all of their present, former and future insurers, agents, designees, representatives, attorneys, assigns, affiliates, heirs, family members, descendants, survivors, estates, personal representatives, executors and all other persons or entities claiming by, through or under them.

Each of the Releasers acknowledge and agree that this is a general release of all Released Parties on all Released Claims, and they hereby unconditionally waive any right to seek or recover any monies or other relief from any of the Released Parties on any claim that is directly or indirectly based upon, arising from or related to any of the Released Claims, including without limitation any and all claims that are unknown or unsuspected to exist due to unawareness, oversight, error, negligence, recklessness or otherwise, and which, if known, would alter their voluntary decision to enter into this Release. The Releasers further covenant not to sue any of the Released Parties on any claim that is directly or indirectly based upon, arising from or related to any of the Released Claims.

- 11. Publicity Release.** Unless the below opt-out option is initialed, The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, further hereby give consent, authorize and release GKTW, the officers, directors, members, employees, volunteers, contractors, subcontractors, corporate partners, sponsors, supporters of GKTW and agents ("**Authorized Parties**") to photograph, film and/or record our participation, presence or activity at or with GKTW or any GKTW activities or events (collectively referred to as "**Recordings**") and to use, reproduce, use in other products and works, distribute, post, display, stream and share these Recordings through and in association with GKTW and GKTW's activities, events, websites, social media and the advertising, promotion and sponsorship of GKTW by or on behalf of the Authorized Parties thereof. GKTW may request and require photos and biographical information about Wish Participants, our Identified Minor Children or any members thereof for use in promotional materials and activities prior to, during and after our visit or participation with GKTW and related activities and events ("**Photos/Info**"). The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, hereby give consent, permission and release to GKTW and Authorized Parties to create and make the Recordings, to use the names, likeness and image of myself and all members of Our Family ("**Publicity Rights**") and our Photos/Info in GKTW advertising, promotional materials, and fundraising activities, as well as other GKTW products, events, and activities, in formats and media in GKTW's reasonable discretion, including but not limited to on the Internet, in social media, mobile app and technologies now known or later developed technologies. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, agree that no Recordings, advertising, promotional or other materials need be submitted to us or any member of our family for approval, no Wish Participant or family member is entitled to any compensation for use of such Recordings, Publicity Rights or Photos/Info. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, agree that no Recordings, advertising, promotional or other materials need be submitted to us or any member of our family for approval, no Wish Participant or family member is entitled to any compensation for use of such Recordings, Publicity Rights or Photos/Info. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, agree and acknowledge that all Recordings, advertising and promotional materials and photos taken by or on behalf of GKTW and Authorized Parties are owned by GKTW, along with all copyright rights. GKTW may, in its discretion, register the copyright in Recordings and other GKTW materials or works that may contain or use Publicity Rights or our Photo/Info pertaining to the same. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, hereby release, discharge, and agree to hold harmless the Released Parties (as hereinafter defined) from any liability, including, without limitation, any claims for libel or invasion of publicity and/or privacy, by virtue of any use of Photos/Info, including without



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limit, any alteration of such photos, whether intentional or otherwise. This authorization also shall extend to those persons, firms, organizations, corporations, associations or entities participating in the taking of such photographs and/or the filming or recording of such interviews. Such persons, firms, organizations, corporations, associations or entities also shall constitute "Authorized Parties" for purposes of this Authorization and Release. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, further authorize the Authorized Parties to distribute now or at any time in the future, all of such Recordings, Photos/ Info and Publicity Rights to any person, firm, organization, corporation, association or entity as such as Authorized Parties may choose including, but not limited to, the general public, any magazines, blogs, internet or social media, mobile apps, newspapers, television stations or other technology or media now known or later developed and/ or radio stations that customarily present news and/or information to the general public. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, and on behalf of each member of our family hereby release, remise, acquit, satisfy, and forever discharge the Authorized Parties and their successors, heirs and assigns from any and all actions, manner of action, causes of actions, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, claims and demands whatsoever, in law or in equity, that such minor(s) (or any such minor's(s') successors, heirs or assigns) have, had, or may have from the beginning of the world to the end of time including, but not limited to, any right or claim to any proceeds or sums of monies generated or received by any of the Authorized Parties by reason of the use, sale or dissemination of the Recordings, Photos/Info and Publicity Rights described herein.

## Publicity Release Option

Each specific Wish Participant(s) must select whether each desires to opt in or out of the Publicity Release of the above Section 10. The Wish Participant needs to select and initial the Publicity Release Opt In/Out Selection in the signature area below for that Wish Participant and write the names of any Identified Minor Children that is also selecting the Publicity Release Opt In/Out. This Publicity Release Opt In/Out does not remove or change any other sections, obligations or rights under the General Release and Waiver of Liability. If no option is selected the Wish Participant(s) opts in to the Publicity Release as described in Paragraph 10.

**By executing this General Release and Waiver of Liability I/we agree to the terms of the General Release and Waiver of Liability Agreement, which are incorporated herein by reference and which by signing below I/we acknowledge I/ we received and reviewed, on behalf of myself/ourselves and/or any of my/our identified Minor Children.**

**In addition, I/we, the Wish Participant(s) and/or Parent/Legal Guardian,  Opt In /  Opt Out of the Publicity Release described in Section 10 above.**

### Wish Child Parent/Legal Guardian

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Wish Child Parent/Legal Guardian

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Names of Wish Child and our other Identified Minor Wish Participants:

*\*See addendum for additional Wish Participants*



## Give Kids The World Release Addendum

Please refer to Give Kids The World Release (Pages 1-4) prior to signing this waiver.

WISH CHILD
_____
<i>First Name</i>
_____
<i>Last Name</i>

060121

Other Adult individually and/or on behalf of the following Identified Minor Child(ren) listed below:

By executing this General Release and Waiver of Liability I, \_\_\_\_\_, agree to the terms of the General Release and Waiver of Liability Agreement, which are incorporated herein by reference and which by signing below

I acknowledge I received and reviewed, on behalf of myself and/or any of my identified Minor Children.

In addition, I  Opt In /  Opt Out of the Publicity Release described in Section 10 above.

Adult Wish Participant and/or Parent/Legal Guardian of Identified Minor Wish Participant

Names of other Identified Minor Wish Participants

Relationship to Wish Child

Name: \_\_\_\_\_

\_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Other Adult individually and/or on behalf of the following Identified Minor Child(ren) listed below:

By executing this General Release and Waiver of Liability I, \_\_\_\_\_, agree to the terms of the General Release and Waiver of Liability Agreement, which are incorporated herein by reference and which by signing below

I acknowledge I received and reviewed, on behalf of myself and/or any of my identified Minor Children.

In addition, I  Opt In /  Opt Out of the Publicity Release described in Section 10 above.

Adult Wish Participant and/or Parent/Legal Guardian of Identified Minor Wish Participant

Names of other Identified Minor Wish Participants

Relationship to Wish Child

Name: \_\_\_\_\_

\_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

**Event Information**Event: WISH-GRANTING VISIT Event Date(s): \_\_\_\_\_Activities: VISITATION TO AND/OR PARTICIPATION IN ATTRACTIONS, TRANSPORTATION, TOURS, AND EVENTS AT THE WALT DISNEY WORLD® RESORT, AND ALL RELATED AND OTHER ACTIVITIES HELD AT OR IN CONJUNCTION WITH THE EVENT**TERMS AND CONDITIONS OF PARTICIPATION – READ CAREFULLY BEFORE SIGNING – THIS IS A MULTIPAGE FORM**

In consideration of being permitted to participate in the event(s) referenced above (“**Event**”) and activities referenced above or other activities conducted in conjunction therewith (“**Activity**”) (collectively, the “**Event/Activity**”), wherever the Event/Activity may occur, I hereby attest that, after reading this Waiver completely and carefully, I acknowledge that my participation in the Event/Activity is entirely voluntary, and I further understand and agree as follows:

**I. COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE: LIABILITY WAIVER, CLASS-ACTION WAIVER, BINDING ARBITRATION, AND OTHER PROVISIONS**

By arranging to participate in an Event at the Walt Disney World® Resort and in consideration thereof, and in consideration for being able to visit and/or participate in attractions, transportation, and activities at the Walt Disney World® Resort, I agree, understand, and acknowledge, on my own behalf and on behalf of any individual who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me, as follows (collectively, the “**COVID-19 and Other Communicable/Infectious Disease Provision**”):

**Assumption Of Risk:** I acknowledge that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “**COVID-19**”), and any other communicable or infectious disease, exists in any public place where people are present. “**Communicable disease**” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. “**Infectious disease**” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention (“**CDC**”), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others that I later encounter, even if I am not experiencing or displaying any symptoms of illness myself. By visiting and/or participating in attractions, transportation, and activities at the Walt Disney World® Resort, I agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of Disney Destinations, LLC and Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary, affiliated or related companies and each of their respective parent, subsidiary, affiliated or related companies (the “**Disney Companies**”); the sponsors of the Disney Companies, and of the Event, Event contractors, 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 (collectively, the “**Released Parties**”). I acknowledge that my visit and participation are entirely voluntary.

**Waiver:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, agree to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including, but not limited to, all claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties (“**Claims**”), arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

**Acknowledgment Of Assumption Of Risk And Waiver By Other Users:** I attest, acknowledge, and agree that any individual for whom I have purchased or received a ticket or pass or made an arrangement or reservation or who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me has independently and carefully read this COVID-19 and Other Communicable/Infectious Disease Provision and has knowingly and independently acknowledged and agreed to all its provisions, including without limitation (1) to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of himself, herself, or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named above, and (2) to agree, on his or

her own behalf and his or her heirs, executors, personal representatives, administrators, and assigns, to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all Claims, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during his or her visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort.

**Third-Party Beneficiaries:** I acknowledge and agree that any individual for whom I have purchased or received a ticket or pass or made an arrangement or reservation or who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me is and is intended to be a third-party beneficiary of that ticket, pass, arrangement, or reservation made, purchased, or received by me.

**Waiver of California Civil Code § 1542:** I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

**Indemnity/Insurance:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims made or incurred by anyone, including myself, and any individual who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me, arising out of or in any way relating to my purchase or receipt of an admission ticket(s) or pass(es) and/or my making of an arrangement(s) or reservation(s), and subsequent visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort and arising out of any and all risks described above in the section titled "Assumption Of Risk" or in any other way related to exposure to COVID-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort, at my own expense.

**Binding Arbitration:** I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THIS COVID-19 AND OTHER COMMUNICABLE/INFECTIOUS DISEASE PROVISION OR EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY VISIT TO AND/OR PARTICIPATION IN ATTRACTIONS, TRANSPORTATION, AND ACTIVITIES AT THE WALT DISNEY WORLD® RESORT, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. I AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL). I ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY. I ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.

The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this COVID-19 and Other Communicable/Infectious Disease Provision, including the arbitrability of any dispute and any claim that all or any part of this COVID-19 and Other Communicable/Infectious Disease Provision is void or voidable.

A. In the event of a dispute, I agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Released Parties or I may commence an arbitration proceeding. I may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not I negotiated informally first.

B. If the Released Parties and I do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and

Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Florida; provided, however, that if circumstances prevent me from traveling to the State of Florida, JAMS may hold an in-person hearing in my hometown area. The Released Parties and I agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Florida in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties' last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, the Released Parties will reimburse me for the filing fees I incurred.

Except as provided above with respect to jurisdiction in the State of Florida, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this Waiver.

This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

## II. EVENT/ACTIVITY WAIVER

**Assumption of Risk:** I agree to voluntarily assume any and all risks, including injury to my person and property, which may be a related to my participation in the Event/Activity, which risks may include, among other things, exposure to communicable diseases or conditions (including, without limitation, COVID-19), 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), changing water and weather conditions, lightning, variances and extremes of wind, wetness, muscle injuries, heat and stress related issues, cuts, lacerations, animal and insect bites and/or stings, broken bones, organ failure, brain damage, paralysis, drowning and death, as well as property damage and loss by theft or otherwise. I acknowledge that my participation is entirely voluntary.

**Release:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I hereby agree to forever waive, covenant not to sue, release and discharge the Released Parties from any and all Claims arising out of or in any way connected to my participation in the Event/Activity, including without limitation, all claims and causes of action based on the negligence of any of the Released Parties.

**Indemnity/Insurance:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I hereby agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims, including but not limited to claims based on negligence, made or incurred by anyone, including myself, arising out of or in any way connected to the representations I have made in this Waiver or my participation in the Event/Activity, wherever such activities may occur and whether suffered before, during or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my participation in the Event/Activity, 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/Activity, at my own expense.

**Authorization for Medical Treatment:** I hereby authorize medical treatment for myself, at my sole cost, if the need arises, however I acknowledge that the Released Parties shall have no duty, obligation or liability of any kind arising out of the provision of, or failure to provide or administer medical care or treatment.

**Right of Publicity:** I 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, motion pictures, films, newspapers, magazines, and social media) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, or for any other commercial purposes, including, without limitation, publication of the Event/Activity, 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.



**III. GENERAL PROVISIONS**

**Scope:** I expressly agree that the releases and indemnifies provided for in this Waiver shall cover all physical and emotional injuries and/or damages, including without limitation all bodily injury (including death) and property damage, whether suffered by me or anyone else before, during or after participation. Additionally, I expressly agree that the scope of any releases and indemnifies shall include any claims related, in whole or in part, to my own actions, the actions of any third parties or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable.

**Governing Law; Venue But For Arbitration:** This Waiver will be governed by the laws of the State of Florida. In the event that neither party elects to resolve disputes under binding arbitration with respect to the COVID-19 and Other Communicable/Infectious Disease Provision, as provided above, any legal action arising out of or relating to this Waiver 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 said county and having subject matter jurisdiction). In any such action, I specifically waive any right to bring a class action or other representative or collective action (such as an action in the form of a private attorney general). I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**Severability/Partial Invalidity:** If any provision or part thereof of this Waiver is held to be invalid, void or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Waiver without affecting the binding force or effect of any other part or provision.

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver; (2) I am 18 years of age or older; (3) the information set forth above pertaining to me is true and complete; and (4) I consent and agree to the all of the foregoing.

\_\_\_\_\_

**Date**

**Signature**

**Printed Name**

Please Print

(17 Years of Age or Younger)

**Participant Information – List Each Minor Child/Ward for Whom You Are a Parent/Guardian**

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

**Event Information**

Event: WISH-GRANTING VISIT Event Date(s): \_\_\_\_\_

Activities: VISITATION TO AND/OR PARTICIPATION IN ATTRACTIONS, TRANSPORTATION, TOURS, AND EVENTS AT THE WALT DISNEY WORLD® RESORT, AND ALL RELATED AND OTHER ACTIVITIES HELD AT OR IN CONJUNCTION WITH THE EVENT

**TERMS AND CONDITIONS OF PARTICIPATION – READ CAREFULLY BEFORE SIGNING – THIS IS A MULTIPAGE FORM**

**I. NOTICE TO PARENTS AND LEGAL GUARDIANS**

In consideration of each minor child or ward (each of whom is listed above) being permitted to participate in the event(s) referenced above (“Event”) and activities referenced above or other activities conducted in conjunction therewith (“Activity”) (collectively, the “Event/Activity”), wherever the Event and/or activities may occur, I hereby attest that, after reading this Waiver completely and carefully, *including the notice below, as required by Florida Statutes 744.301*, I acknowledge that participation in the Event by my child or ward is entirely voluntary, and that I understand and agree as follows:

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

**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 WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY DESTINATIONS, LLC, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY THE “DISNEY COMPANIES”), THE SPONSORS OF THE DISNEY COMPANIES AND OF THE EVENT, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES (COLLECTIVELY THE “RELEASED PARTIES”) 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 FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY DESTINATIONS, LLC, AND THEIR**

**RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY THE “DISNEY COMPANIES”), THE SPONSORS OF THE DISNEY COMPANIES AND OF THE EVENT, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES 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 WALT DISNEY PARKS AND RESORTS U.S., INC., DISNEY DESTINATIONS, LLC, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, THE SPONSORS OF THE DISNEY COMPANIES AND OF THE EVENT, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES, HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**II. COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE: LIABILITY WAIVER, CLASS-ACTION WAIVER, BINDING ARBITRATION, AND OTHER PROVISIONS**

By arranging for my child or ward to participate in an Event at the Walt Disney World® Resort, and in consideration thereof, and in consideration for my child or ward's being able to visit and/or participate in attractions, transportation, and activities at the Walt Disney World® Resort, I agree, understand, and acknowledge, on my own behalf and on behalf of my child or ward or any individual who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me, as follows (collectively, the “**COVID-19 and Other Communicable/Infectious Disease Provision**”):

**Assumption Of Risk:** I, on behalf of myself and my child or ward, acknowledge that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “**COVID-19**”), and any other communicable or infectious disease, exists in any public place where people are present. “**Communicable disease**” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. “**Infectious disease**” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention (“**CDC**”), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I, on behalf of myself and my child or ward, acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I or my child or ward, will expose others that I or my child or ward later encounter, even if I or my child or ward is not experiencing or displaying any symptoms of illness himself or herself. By my child or ward's visiting and/or participating in attractions, transportation, and activities at the Walt Disney World® Resort, I, on behalf of myself and my child or ward, agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of me or my child or ward or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named above. I acknowledge that my and my child or ward's visit and participation are entirely voluntary.

**Waiver:** On my own behalf and on behalf of my child, ward, heirs, executors, personal representatives, administrators, and assigns, agree to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including, but not limited to, all claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties (“**Claims**”), arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my child or ward's visit to and/or participation in attractions,

transportation, and activities at the Walt Disney World® Resort. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

**Acknowledgment Of Assumption Of Risk And Waiver By Other Users:** I attest, acknowledge, and agree that any individual (including, without limitation, my child or ward) for whom I have purchased or received a ticket or pass or made an arrangement or reservation or who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me has independently and carefully read this COVID-19 and Other Communicable/Infectious Disease Provision and has knowingly and independently acknowledged and agreed to all its provisions, including without limitation (1) to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of himself, herself, or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named above, and (2) to agree, on his or her own behalf and his or her heirs, executors, personal representatives, administrators, and assigns, to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all Claims, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during his or her visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort.

**Third-Party Beneficiaries:** I acknowledge and agree that any individual (including, without limitation, my child or ward) for whom I have purchased or received a ticket or pass or made an arrangement or reservation or who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me is and is intended to be a third-party beneficiary of that ticket, pass, arrangement, or reservation made, purchased, or received by me.

**Waiver of California Civil Code § 1542:** On my own behalf and on behalf of my child or ward, I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

**Indemnity/Insurance:** On my own behalf and on behalf of my child or ward, his or her heirs, executors, personal representatives, administrators, and assigns, I agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims made or incurred by anyone, including myself, my child or ward and any individual who uses a ticket, pass, arrangement, or reservation made, purchased, or received by me, arising out of or in any way relating to my purchase or receipt of an admission ticket(s) or pass(es) and/or my making of an arrangement(s) or reservation(s), and subsequent visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort and arising out of any and all risks described above in the section titled "Assumption Of Risk" or in any other way related to exposure to COVID-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my child or ward's visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child or ward's visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort, at my own expense.

**Binding Arbitration:** I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THIS COVID-19 AND OTHER COMMUNICABLE/INFECTIOUS DISEASE PROVISION OR EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY CHILD OR WARD'S VISIT TO AND/OR PARTICIPATION IN ATTRACTIONS, TRANSPORTATION, AND ACTIVITIES AT THE WALT DISNEY WORLD® RESORT, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL). I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY. I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.

The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this COVID-19 and Other Communicable/Infectious Disease Provision, including the arbitrability of any dispute and any claim that all or any part of this COVID-19 and Other Communicable/Infectious Disease Provision is void or voidable.

A. In the event of a dispute, I, on behalf of myself and my child or ward, agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I, on behalf of myself and my child or ward, will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Released Parties or I, on behalf of myself and my child or ward, may commence an arbitration proceeding. I, on behalf of myself and my child or ward, may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not I negotiated informally first.

B. If the Released Parties and I, on behalf of myself and my child or ward, do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services (“JAMS”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Florida; provided, however, that if circumstances prevent me from traveling to the State of Florida, JAMS may hold an in-person hearing in my hometown area. The Released Parties and I, on behalf of myself and my child or ward, agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Florida in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me, on behalf of myself and my child or ward, individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties’ last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator’s services, the Released Parties will reimburse me for the filing fees I incurred.

Except as provided above with respect to jurisdiction in the State of Florida, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this Waiver.

This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

### III. EVENT/ACTIVITY WAIVER

**Release of Liability:** I agree, on behalf of myself and my child or ward, to forever waive, release, covenant not to sue and discharge the Released Parties from any and all liabilities, claims, actions, damages, costs or expenses of every kind, including claims based on negligence, arising out of or in any way connected to my child’s or ward’s participation in the Event/Activity, including without limitation, all claims and causes of action based on or associated with any and all risks which are inherent in, or are in any way related to, his or her participation in the Event/Activity (which risks may include, among other things, exposure to communicable diseases or conditions (including, without limitation, COVID-19), 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), changing water and weather conditions, lightning, variances and extremes of wind, wetness, muscle injuries, heat and stress related issues, cuts, lacerations, animal and insect bites and/or stings, broken bones, organ failure, brain damage, paralysis, drowning and death, as well as property damage and loss by theft or otherwise). Further on behalf of myself, my heirs, executors, personal representatives, administrators and assigns, I hereby forever waive, release, covenant not to sue, and discharge the Released Parties from any and all liabilities, claims, actions, damages, costs or expenses of every kind, including claims based on negligence, arising out of or in any way connected to my child’s or ward’s participation in the Event/Activity.

**Indemnity/Insurance:** I agree to indemnify and hold each of the Released Parties harmless from and against any and all claims, including but not limited to claims based on negligence, made or incurred by anyone, including myself, arising out of or in any way connected to the representations I have made in this Waiver or the child or ward’s participation in the Event/Activity, wherever such activities may occur and whether suffered before, during or after such participation, including, but not limited to, all attorneys’ fees and costs incurred up through and including any appeals. I understand and 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 the child or ward relative to the child’s or ward’s participation in the Event/Activity, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to the child’s or ward’s participation in the Event/Activity, at my own expense.

**Authorization for Medical Treatment:** I hereby authorize medical treatment for the minor child for whom I am guardian or otherwise responsible (who is listed above), 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 or administer medical care or treatment.

**Right of Publicity:** I grant the Released Parties the right to photograph, record and/or videotape my child or ward and further to display, edit, use and/or otherwise exploit my child's or ward's 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, motion pictures, films, newspapers, magazines, and social media) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, or for any other commercial purposes, including, without limitation, publication of the Event/Activity, 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.

**IV. GENERAL PROVISIONS**

**Scope:** I, on behalf of myself and my child or ward, expressly agree that the releases and indemnifies provided for in this Waiver shall cover all physical and emotional injuries and/or damages, including without limitation all bodily injury (including death) and property damage, whether suffered by me, the child or ward, or anyone else before, during or after participation. Additionally, I, on behalf of myself and my child or ward, expressly agree that the scope of any releases and indemnifies shall include any claims related, in whole or in part, to my own actions, the actions of the child or ward, any third parties or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable.

**Governing Law; Venue But For Arbitration:** This Waiver will be governed by the laws of the State of Florida. In the event that neither party elects to resolve disputes under binding arbitration with respect to the COVID-19 and Other Communicable/Infectious Disease Provision, as provided above, any legal action arising out of or relating to this Waiver 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 said county and having subject matter jurisdiction). In any such action, I, on behalf of myself and my child or ward, specifically waive any right to bring a class action or other representative or collective action (such as an action in the form of a private attorney general). I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**Severability/Partial Invalidity:** If any provision or part thereof of this Waiver is held to be invalid, void or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Waiver without affecting the binding force or effect of any other part or provision.

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver; (2) I am 18 years of age or older; (3) I am the natural or legal guardian of the minor child(ren) or ward(s) identified above; (4) the information set forth above pertaining to my child(ren) or ward(s) is true and complete; and (5) I consent and agree to the all of the foregoing on behalf of myself and my minor child(ren) or ward(s) identified above.

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<b>Date</b>	<b>Signature of Parent or Court Appointed Guardian</b>	<b>Printed Name of Parent or Court Appointed Guardian</b>
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