



## Exención de responsabilidad de Give Kids The World Release

A completar en nombre o por parte de cualquier persona que visite la Aldea de Give Kids The World (1 de 5)

NIÑO QUE VIENE A CUMPLIR UN DESEO

Primer nombre

Apellido

06012021

### Acuerdo de exención general de responsabilidad

Give Kids the World, Inc. ("GKTW"), una entidad sin fines de lucro de Florida, le brinda a \_\_\_\_\_

*Nombre del Niño que viene a cumplir un deseo*

(el "Niño que viene a cumplir un deseo") y a los padres o tutores legales del Niño que viene a cumplir un deseo y a los otros participantes que lo acompañan y se identifican a continuación como "Otros participantes" (a quienes se hará referencia, en su conjunto, como los "Participantes que vienen a cumplir un deseo" y cada uno individualmente como un "Participante que viene a cumplir un deseo"), la oportunidad de que se le cumpla un Deseo. El término "Deseo" se describe como una visita a la Aldea GKTW en Florida Central, que podría incluir la entrada al parque temático, comidas, alojamiento y entretenimiento en la Aldea GKTW. Los Participantes que vienen a cumplir un deseo también podrían realizar visitas de seguimiento adicionales, según corresponda, descritas como "Visitas de seguimiento". A los fines del presente Acuerdo, el Deseo y las Visitas de seguimiento se referirán, en su conjunto, como "el Deseo y las Visitas de seguimiento". En esta Exención general de responsabilidad, un Participante que viene a cumplir un deseo podría identificar a ciertos menores de quienes el Participante que viene a cumplir un deseo sea padre, madre o tutor legal, o sobre los cuales tenga otra autoridad en virtud de la cual esté autorizado a firmar esta Exención general de responsabilidad en su nombre y a someter a los menores identificados a sus términos y condiciones para que participen en el Deseo y las Visitas de seguimiento. A los fines de la presente Exención general de responsabilidad, se referirá a los menores relacionados con el Participante que viene a cumplir un deseo como los "Menores identificados". A cambio de que GKTW le otorgue al Niño que viene a cumplir un deseo y a los Participantes que vienen a cumplir un deseo la oportunidad de participar en el Deseo y las Visitas de seguimiento y, además, permitir a los Participantes que vienen a cumplir un deseo que ingresen, visiten y participen en actividades en una o más de las propiedades, los parques o las instalaciones que GKTW posee, opera o mantiene (las "Instalaciones de GKTW") o cualquier otra propiedad, parque o instalación de propiedad de terceros ("Instalaciones de terceros") (las Instalaciones de GKTW y las Instalaciones de terceros se referirán, en su conjunto, como las "Instalaciones"), y en reconocimiento de los posibles peligros a los que cada uno podría someterse voluntariamente al participar en cualquiera de las actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento o de cualquier otro modo en las Instalaciones, que podrían incluir, entre otras, la participación en una actividad física extenuante y no extenuante, la exposición a materiales peligrosos, sustancias peligrosas, alérgenos y otros materiales que podrían ser nocivos o peligrosos, la exposición a animales, tanto salvajes como domésticos, y la participación en cualquier otra actividad que forme parte integral o incidental del cumplimiento del Deseo y las Visitas de seguimiento o el ingreso o la visita a las Instalaciones, Yo/Nosotros, quien(es) suscribe(n), EN MI NOMBRE Y EN NOMBRE DE MI HIJO MENOR (según corresponda y se identifique a continuación como los Menores identificados), POR MEDIO DEL PRESENTE ACUERDO LO SIGUIENTE:

1. Cada uno de los Participantes que vienen a cumplir un deseo, de manera consciente, voluntaria y libre, en su nombre y en nombre de cualquiera de los Menores identificados a continuación, incluido, entre otros, el Niño que viene a cumplir un deseo, y cada uno de nuestros sucesores, representantes personales y cesionarios, por el presente exime, dispensa y exonera de toda responsabilidad por cualquier reclamación, demanda, causales de acción, juicio de equidad de cualquier tipo o naturaleza (lo que incluye, a título enunciativo, reclamaciones, demandas, causales de acción, y litigios basados en la negligencia, actos de negligencia, omisiones o imprudencias) que surjan como resultado de, o se relacionen de alguna manera con, nuestra participación en actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento, ya sea que ocurra dentro, alrededor o durante el viaje hacia o desde cualquiera de las Instalaciones, a partir del cual podría originarse un reclamo, obligación, pérdida o daño contra GKTW, y cualquiera de los socios, gerentes, miembros, funcionarios, directores, empleados en su totalidad o en parte o agentes, así como todas las empresas afiliadas y entidades relacionadas con GKTW, además de todos los voluntarios y otras personas que participen, se involucren o relacionen con el cumplimiento del Deseo y las Visitas de seguimiento (las "Partes eximidas"). Los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, aceptan que la presente exención pretende permanecer en efecto y ser exigible para el Deseo inicial y cualquier Deseo y Visitas de seguimiento adicionales. Asimismo, reconocen y aceptan que la presente exención demuestra de manera inequívoca una clara y comprensible intención de exonerar a las Partes eximidas de la responsabilidad de tal manera que una persona corriente y entendida sabrá lo que está acordando.
2. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, asumen de manera plena y consciente todos los riesgos de enfermedad, lesión o daño a su persona, que incluyen, a mero título enunciativo, la muerte, lesiones u otros accidentes, y daños o pérdida o destrucción de sus bienes personales, ya sea que tales riesgos sean inherentes o incidentales a las actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento o no, o con el viaje o la presencia de los Participantes que vienen a cumplir un deseo en o alrededor de las Instalaciones. Comprendo y reconozco que la participación en algunas actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento, incluso el uso de equipos para hacer ejercicios ubicados en las instalaciones, implica un riesgo de lesiones graves, incluso la discapacidad permanente y la muerte. Los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, declaramos que estamos en buenas condiciones de salud para llevar a cabo cualquier actividad relacionada con el cumplimiento del Deseo y las Visitas de seguimiento, y que cada Menor identificado tiene la autorización suficiente de un profesional médico para realizar tal actividad, que incluye, entre otras, el ejercicio.
3. Los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, así como en nombre de sus sucesores, representantes legales, representantes personales o cesionarios, a partir de la fecha de este Acuerdo, y a perpetuidad a partir de este momento, de manera íntegra e incondicional, convienen eximir y mantener indemne a las Partes eximidas por cualquier lesión o muerte sufrida por los Participantes que vienen a cumplir un deseo, lo que incluye la muerte provocada por el viaje hacia o desde las instalaciones, o su presencia en o alrededor de las Instalaciones, la participación en cualquier actividad relacionada con el cumplimiento del Deseo y las Visitas de seguimiento, ya sea que se encuentren o no en cualquiera de las Instalaciones y si tal lesión se relacionara de alguna manera o fuera el resultado u ocurriera por negligencia, actos de negligencia, omisiones o imprudencias de cualquiera de las Partes eximidas.

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4. Si alguno de los Participantes que vienen a cumplir un deseo, o sus sucesores, representantes personales o cesionarios, interpusiera una acción contra cualquiera de las Partes eximidas en relación con cualquier lesión a su persona o propiedad, como resultado de su participación en cualquiera de las actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento, o como resultado de su viaje hacia o desde, o su presencia en o alrededor de las Instalaciones, en tal caso, cada uno acepta, en su nombre y en nombre de sus sucesores, representantes legales y cesionarios, pagar todos los costos de tal acción, que incluyen, a mero título enunciativo, los honorarios de los abogados, las costas legales o gastos incurridos por las Partes eximidas.
5. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, sus sucesores, representantes personales, cónyuges, descendientes o cesionarios, por medio del presente acuerdan no demandar ni interponer ninguna reclamación, demanda, causal de acción (judicial o cuasi-judicial), juicio en equidad de cualquier tipo y naturaleza, directa o indirectamente, contra cualquiera de las Partes eximidas en relación con el cumplimiento del Deseo y las Visitas de seguimiento, lo que incluye, a título enunciativo, reclamos, demandas, causales de acción (judiciales o cuasi-judiciales), que surjan como resultado de, o se relacionen de alguna manera con, la negligencia, actos de negligencia, omisiones o imprudencias de cualquiera de las Partes eximidas.
6. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, reconocen y acuerdan haber leído y comprendido las disposiciones de esta Exención general de responsabilidad y haber leído todos los materiales provistos o puestos a su disposición con respecto al Deseo y las Visitas de seguimiento y las Instalaciones. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, han tenido la oportunidad de preguntar acerca de los peligros asociados con las actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, han tenido la oportunidad de consultar a un abogado acerca de la firma de este Acuerdo. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, comprenden que, si no fuera por la firma de la presente Exención general de responsabilidad, las Partes eximidas no permitirían que los Participantes que vienen a cumplir un deseo participen en ninguna de las actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento; asimismo, acuerdan expresamente que los términos y las disposiciones de esta Exención general de responsabilidad tienen la intención de ser tan amplios e inclusivos como lo permita la ley de Florida.
7. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, acuerdan defender, indemnizar y mantener indemne a las Partes eximidas contra toda pérdida o daño que surja o se relacione de cualquier manera con cualquier acción u omisión de su parte mientras participen en cualquier actividad relacionada con el Deseo y las Visitas de seguimiento o de cualquier otro modo mientras se encuentren en o viajando hacia las Instalaciones, lo que incluye, a título enunciativo, reclamaciones, demandas, causales de acción (judiciales o cuasi-judiciales), que surjan como resultado de, o se relacionen de alguna manera con, la negligencia, actos de negligencia, omisiones o imprudencias de cualquiera de las Partes eximidas.
8. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, acuerdan que esta Exención general de responsabilidad se regirá e interpretará de conformidad con las leyes del Estado de Florida. Si se iniciara alguna acción legal, demanda o procedimiento como resultado de cualquier asunto o cosa que afecte o se relacione con el Deseo y las Visitas de seguimiento o esta Exención general de responsabilidad, por medio de la presente los Participantes que vienen a cumplir un deseo designan de forma exclusiva a los tribunales estatales o federales del Condado de Osceola, Florida, como la jurisdicción adecuada y exclusiva y el fuero donde se deben radicar tales procedimientos.
9. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, acuerdan que, como parte del cumplimiento del Deseo y las Visitas de seguimiento, GKTW recopila cierta información y datos personales, que incluyen, a mero título enunciativo, datos personales y sanitarios, información que permite la identificación personal e información protegida sobre la salud, conforme se definen tales términos en la Ley de portabilidad y responsabilidad de seguros de salud (HIPAA, por sus siglas en inglés), junto con otra información y datos personales relacionados con una persona física identificada o factible de identificar en relación con el Reglamento General de Protección de Datos (GDPR, por sus siglas en inglés), y los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, brindan su consentimiento y autorizan a GKTW a recopilar, almacenar, mantener, procesar, transmitir y usar esta información, que incluye, a mero título enunciativo, a través de la divulgación de la información recopilada a hospitales, equipos de primera intervención y otros proveedores de atención médica según se requiera o solicite, a discreción de GKTW en situaciones de emergencia o para la atención y el tratamiento de los Participantes que vienen a cumplir un deseo, los Menores identificados o el Niño que viene a cumplir un deseo. Este consentimiento y exención de responsabilidad incluye, a mero título enunciativo, la divulgación del formulario Resumen del paciente de GKTW. GKTW recopilará, almacenará, procesará, transmitirá y divulgará esta información de conformidad con la Política de privacidad de GKTW (disponible en: <https://www.gktw.org/contact/privacy.php>), según se actualice y revise. Todo procesamiento, almacenamiento, transmisión u otro uso de esta información por parte de tales destinatarios en virtud de este párrafo será bajo su exclusiva responsabilidad y de conformidad con las políticas y prácticas de tales terceros y GKTW no tendrá responsabilidad alguna por ningún procesamiento, almacenamiento, transmisión o uso de esta información o datos por parte de tales destinatarios.

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10. **Exención de responsabilidad relacionada con el coronavirus/COVID-19:** El nuevo coronavirus/COVID-19 (“COVID-19”) fue declarado pandemia mundial por la Organización Mundial de la Salud. La COVID-19 es extremadamente contagiosa y se cree que se propaga principalmente a través del contacto de persona a persona. GKTW lucha por mantener un entorno seguro y tomar las precauciones necesarias para ayudar a limitar la propagación de la COVID-19 y proteger la seguridad del niño que viene a cumplir un deseo, de los participantes que vienen a cumplir un deseo y de los menores identificados mientras se encuentran en las instalaciones de GKTW. Sin embargo, GKTW no garantiza, asegura ni representa que el niño que viene a cumplir un deseo, los participantes que vienen a cumplir un deseo o los menores identificados no estarán expuestos ni se contagiarán de COVID-19 ya sea antes, durante o después de las actividades relacionadas con el cumplimiento del Deseo y las Visitas de seguimiento o mientras se encuentren en las instalaciones. Por este motivo, GKTW sigue las pautas de los Centros para el Control y la Prevención de Enfermedades (“CDC”, por sus siglas en inglés) y del departamento de salud local, a medida que se actualizan y enmiendan, con respecto a las prácticas de distanciamiento social y el uso de otras medidas de protección adecuadas para reducir la propagación de la COVID-19. Tenga en cuenta que las pautas de GKTW pueden cambiar ocasionalmente, incluso durante el viaje/traslado a/hacia las instalaciones de GKTW o durante su permanencia allí. En consecuencia, el niño que viene a cumplir un deseo, los participantes que vienen a cumplir un deseo y los menores identificados acuerdan cumplir total y completamente con todas las indicaciones, prácticas y políticas de GKTW conforme a lo informado por los CDC actuales y las normas y pautas locales, a lo largo de su visita, incluido cualquier cambio.

El niño que viene a cumplir un deseo, los participantes que vienen a cumplir un deseo y los menores identificados, por la presente reconocen la naturaleza contagiosa de la COVID-19 y voluntariamente asumen todos los riesgos de estar expuestos o contagiarse de COVID-19 durante las actividades relacionadas con el Deseo y las Visitas de seguimiento o mientras se encuentren en las instalaciones, y que dicha exposición o infección puede provocar lesiones personales, enfermedad, discapacidad permanente y la muerte, y cada uno de ellos reconoce, además, que comprende que los riesgos de estar expuesto o contagiarse de COVID-19 ya sea antes, durante o después de alguna de las actividades relacionadas con el Deseo y las Visitas de seguimiento o mientras se encuentre en las instalaciones pueden ser el resultado de sus propias acciones, inacciones, negligencia o imprudencia, así como de las acciones, inacciones, negligencia o imprudencia de otras personas, incluidos, entre otros, GKTW, los empleados, agentes y representantes de GKTW y otros invitados de GKTW, y miembros del público en general.

El niño que viene a cumplir un deseo, los participantes que vienen a cumplir un deseo y los menores identificados, representan y garantizan que actualmente no padecen ningún síntoma de COVID-19 identificado por los CDC, que no han estado en contacto con alguien que padezca síntomas confirmados o sospechosos de COVID-19 sin completar la cuarentena adecuada, en caso de ser necesario, y que no se encuentran actualmente sujetos a órdenes de autoaislamiento.

En contraprestación específica y general por el cumplimiento del Deseo por parte de GKTW, el niño que viene a cumplir un deseo, los participantes que vienen a cumplir un deseo y los menores identificados (conjuntamente, las “Partes eximentes”), eximen, exoneran, liberan por completo y para siempre, y acuerdan mantener indemne a GKTW—incluidos, a mero título enunciativo, ejecutivos, funcionarios, directores, gerentes, administradores, personal, empleados, voluntarios, agentes, representantes, departamentos, divisiones, antecesores en interés y sucesores en interés, actuales, anteriores o futuros de GKTW (conjuntamente, las “Partes eximidas”) contra todo reclamo, causa de acción, juicio, acción, inacción, omisión, negligencia, imprudencia, deuda, ajuste de deuda, gasto, impuesto, suma de dinero, cuenta, bono, factura, pagaré, disposición, contrato, controversia, acuerdo, promesa, variación, transgresión, daño, sentencia, gravamen, ejecución, responsabilidad directa, responsabilidad indirecta, responsabilidad técnica, responsabilidad derivada, delito y cuasidelito civil, obligación, indemnización, aporte, acto, omisión, declaración, no divulgación, y cualquier otro reclamo, daño y demanda de cualquier tipo o naturaleza, en virtud de la ley o la equidad, que cada Parte eximente tenga, haya tenido, o pueda tener, ya sea conocido o desconocido, que esté de algún modo relacionado con, o que surja de o en función de estar expuesto o contagiarse de COVID-19 ya sea antes, durante o después de alguna de las actividades relacionadas directa o indirectamente con el cumplimiento del Deseo y las Visitas de seguimiento, lo que incluye, a mero título enunciativo, todo reclamo, demanda, causa de acción (judicial o cuasi judicial) que puedan ser el resultado de la negligencia, actos de negligencia, omisiones o imprudencia de cualquiera de las Partes eximidas o que pueda de algún modo relacionarse con ello.

El niño que viene a cumplir un deseo, los participantes que vienen a cumplir un deseo y los menores identificados acuerdan asumir de manera consciente y voluntaria todos los riesgos anteriores y aceptan la responsabilidad única y exclusiva respecto de cualquier lesión (que incluye, a mero título enunciativo, lesión personal, discapacidad y la muerte), perjuicio, enfermedad, daño, pérdida, reclamo, responsabilidad, o gasto, de cualquier tipo y asociado de cualquier modo con estar expuesto o contagiarse de COVID-19 en cualquier momento y lugar, lo que incluye, a mero título enunciativo, todo reclamo, demanda, causa de acción (judicial o cuasi judicial) que puedan ser el resultado de la negligencia, actos de negligencia, omisiones o imprudencia de cualquiera de las Partes eximidas o que pueda de algún modo relacionarse con ello.

Cada una de las Partes eximentes ratifica y acuerda que esta exención será plenamente vinculante para ellas y para todos sus aseguradores, agentes, delegados, representantes, abogados, cesionarios, empresas afiliadas, herederos, familiares, descendientes, sobrevivientes, sucesores, representantes personales, albaceas testamentarios actuales, anteriores o futuros y todas las demás personas físicas o jurídicas que presenten reclamos por intermedio de ellas o en su nombre y representación.



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### Opción pertinente a la autorización para uso publicitario

Cada uno de los Participantes que vienen a cumplir un deseo específico debe seleccionar si desea aceptar o no la Autorización para uso publicitario estipulada en la cláusula 10 que antecede. El Participante que viene a cumplir un deseo debe seleccionar y colocar sus iniciales junto a la Opción pertinente a la autorización para uso publicitario en el área de firma a continuación para tal Participante que viene a cumplir un deseo y escribir los nombres de cualquier Menor identificado que también seleccione la aceptación/no aceptación de la Autorización para uso publicitario. Esta opción de aceptación/no aceptación de la Autorización para uso publicitario no elimina ni modifica ninguna otra cláusula, obligación o derecho en virtud de la Exención general de responsabilidad. Si no se selecciona ninguna opción, el Participante que viene a cumplir un deseo acepta la Autorización para uso publicitario descrita en la cláusula 10.

**Al firmar la presente Exención general de responsabilidad, Yo/nosotros acepto/aceptamos los términos y condiciones del Acuerdo de exención general de responsabilidad, que se incorpora al presente por referencia, el cual, mediante la firma a continuación, reconozco/reconocemos haber recibido y revisado, en mi/nuestro nombre o en el de cualquiera de mis/nuestros Menores identificados.**

Asimismo, Yo/nosotros, el/los Participante(s) que viene(n) a cumplir un deseo o el Padre/Tutor legal, opto/optamos por  aceptar /  no aceptar la autorización para uso publicitario descrita en la cláusula 10 que antecede.

**Padre/Tutor del Niño que viene a cumplir un deseo:**

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_

Correo electrónico: \_\_\_\_\_

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

**Padre/Tutor del Niño que viene a cumplir un deseo:**

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_

Correo electrónico: \_\_\_\_\_

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

**Nombres del Niño que viene a cumplir un deseo y nuestros otros Menores identificados Participantes que vienen a cumplir un deseo:**

*\*Consulte el anexo para Participantes que vienen a cumplir un deseo adicionales*



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Las Partes eximentes ratifican y acuerdan que la presente es una exención general de todas las Partes eximentes respecto de todas las Partes eximidas, y por el presente renuncian incondicionalmente a cualquier derecho a solicitar u obtener cualquier suma de dinero u otra medida cautelar de cualquiera de las Partes eximidas respecto de cualquier reclamo basado, resultante o relacionado, directa o indirectamente, con cualquiera de los Reclamos eximidos, lo que incluye, a mero título enunciativo, cualquier reclamo desconocido o cuya existencia no se presuma debido a falta de conocimiento, descuido, error, negligencia, imprudencia u otro motivo, y que, de ser conocido, alteraría la decisión voluntaria de acceder a la presente exención. Las Partes eximentes acuerdan, asimismo, no iniciar acciones contra ninguna de las Partes eximidas respecto de cualquier reclamo basado, resultante o relacionado, directa o indirectamente, con cualquiera de los Reclamos eximidos.

11. **Autorización para uso publicitario** A menos que se coloquen las iniciales junto a la opción de no participar, los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, también brindan su consentimiento y autorizan a GKTW, los funcionarios, directores, miembros, empleados, voluntarios, contratistas, subcontratistas, socios corporativos, patrocinadores, colaboradores de GKTW y agentes (las "**Partes autorizadas**") a fotografiar, filmar o grabar nuestra participación, presencia o actividad con GKTW o cualquier actividad o evento de GKTW (referidos, en su conjunto, como "**Grabaciones**") y a utilizar, reproducir, usar en otros productos y obras, distribuir, publicar, exhibir, transmitir y compartir estas Grabaciones mediante y en asociación con GKTW y sus actividades, eventos, sitios web de GKTW y la publicidad, promoción y patrocinio de GKTW por o en nombre de sus Partes autorizadas. GKTW podría solicitar y requerir fotografías e información biográfica de los Participantes que vienen a cumplir un deseo, nuestros Menores identificados o cualquier otro de sus miembros para su usar en materiales y actividades promocionales antes, durante y después de nuestra visita o participación con GKTW y las actividades y los eventos relacionados ("**Fotografías/Información**"). Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, por medio de la presente brindan su consentimiento, permiso y autorización para que GKTW y las Partes autorizadas creen y realicen las Grabaciones, utilicen los nombres, la reproducción fiel y la imagen de todos los miembros de Nuestra familia ("**Derechos de publicidad**") y nuestras Fotografías/Información en las publicidades, los materiales promocionales y las actividades de recaudación de fondos, así como en otros productos, eventos y actividades de GKTW, en los formatos y medios establecidos a criterio razonable de GKTW, que incluyen, a mero título enunciativo, Internet, redes sociales, aplicaciones móviles y tecnologías actuales o que se desarrollen en el futuro. Los Participantes que vienen a cumplir un deseo, en su nombre y en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, acuerdan que no se requiere el envío de ninguna Grabación, publicidad, material promocional o de cualquier otra naturaleza, ni a nosotros ni a ningún miembro de nuestra familia, para nuestra aprobación, y que ningún Participante que viene a cumplir un deseo o miembro de la familia tiene derecho a recibir ninguna compensación por el uso de tales Grabaciones, Derechos de publicidad o Fotografías/Información. Los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, acuerdan y reconocen que todas las Grabaciones, las publicidades y los materiales promocionales, y las fotos tomadas por o en nombre de GKTW y las Partes autorizadas son propiedad de GKTW, junto con todos los derechos de copyright. GKTW podrá, a su entera discreción, registrar el copyright correspondiente a las Grabaciones y otros materiales u obras de GKTW que pudieran contener o usar los Derechos de publicidad o nuestras Fotografías/Información pertinentes. Los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, por medio de la presente eximen, dispensan y acuerdan mantener indemne a las Partes eximidas (conforme se define a continuación) contra toda responsabilidad, que incluye, a mero título enunciativo, toda reclamación por difamación o invasión de la publicidad o privacidad, en virtud de todo uso de las Fotografías/Información, incluida, entre otras, toda alteración de tales fotografías, ya sea de forma intencional o de cualquier otro modo. Asimismo, esta autorización se extenderá a aquellas personas, firmas, organizaciones, sociedades, asociaciones o entidades que participen en la toma de tales fotografías o en la filmación o grabación de tales entrevistas. A los fines de esta Autorización y Exención de responsabilidad, tales personas, firmas, organizaciones, sociedades, asociaciones o entidades también serán "**Partes autorizadas**". Asimismo, los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, facultan a las Partes autorizadas a distribuir, ahora o en cualquier momento más adelante, todas esas Grabaciones, Fotografías/Información y Derechos de publicidad a cualquier persona, firma, organización, sociedad, asociación o entidad que las Partes autorizadas pudieran seleccionar, que incluyen, a mero título enunciativo, el público en general, cualquier revista, blog, página de Internet o red social, aplicación móvil, periódico, canal de televisión u otra tecnología o medio conocido en la actualidad o que se desarrolle en el futuro, o estación de radio que normalmente presenta noticias o información al público en general. Los Participantes que vienen a cumplir un deseo, en su nombre o en nombre de cualquiera de los Menores identificados, incluido, entre otros, el Niño que viene a cumplir un deseo, y en nombre de cada miembro de nuestra familia por medio de la presente dispensan, exoneran, absuelven, satisfacen y eximen a perpetuidad a las Partes autorizadas y a sus sucesores, herederos y cesionarios de toda acción legal, proceder, causal de acción, juicio, deuda, obligación, suma de dinero, cuenta, bono, factura, pagaré, disposición, contrato, controversia, acuerdo, promesa, variación, daño, sentencia, reclamación y cualquier tipo de demanda, en virtud de la ley o la equidad, que tal(es) menor(es) (o cualquier sucesor, heredero o cesionario de tal(es) menor(es)) tenga(n), haya(n) tenido, o pudiera(n) tener desde el principio hasta el final de los tiempos que incluye, a mero título enunciativo, todo derecho o reclamación inherente a cualquier ingreso o suma de dinero generada o recibida por cualquiera de las Partes autorizadas por el uso, la venta o difusión de las Grabaciones, las Fotografías/Información y los Derechos de publicidad aquí descritos.

**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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