

ORLANDO EXECUTIVE AIRPORT'S SPORTS WAIVER AND PERMISSION FORM
[MINOR]

MINOR PARTICIPANT INFORMATION

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

Date of Birth: _____ **Gender:** _____ **Phone Number:** _____

PARENT/LEGAL GUARDIAN INFORMATION

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

Date of Birth: _____ **Gender:** _____ **Phone Number:** _____

Name of Event: RUN FOR THE ANGELS 5K Benefitting Angel Flight Southeast

Event Dates: _____

Activity(ies): Running or walking of a charity 5k together with any other activities conducted at, or in conjunction with the Event.

TERMS AND CONDITIONS OF PARTICIPATION – PLEASE READ BEFORE SIGNING

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

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES, DEFINED HEREAFTER USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my Minor's participation in the Event/Activity, my Minor may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of my Minor and others (including but not limited to other individuals in attendance at the Event/Activity and the Released Parties) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to my Minor or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event/Activity. I agree on behalf of my Minor to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Events, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that my Minor or my property may suffer arising out of or in connection with my Minor's participation in the Event/Activity. On my Minor's behalf, and on behalf of my Minor's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my Minor's participation in the Event/Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by my Minor before, during or after such participation. For the purposes hereof, the "Released Parties" are

the Greater Orlando Aviation Authority and its Board of Directors, the City of Orlando and its Mayor and Commissioners, the Federal Aviation Administration, SheltAir Aviation Services, Showlater Flying Services, any affiliates of the foregoing entities, and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers or each of the foregoing entities. The Event/Activity is a non-commercial charitable event hosted by the Released Parties.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that my Minor's physically fit for participation in the Event/Activity, has the skill level required in conjunction with the Event/Activity, and has not been advised otherwise. I agree that before my Minor participates in the Event/Activity, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my Minor's attendance in connection the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not present and my Minor is not able to act on their own behalf. Additionally, I authorize medical treatment for my Minor, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I will immediately advise the Event manager of any unsafe condition that I observe, and will refuse to allow my Minor to participate in the Event/Activity until all unsafe conditions observed by me have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape my Minor and further to display, edit, use and/or otherwise exploit my Minor'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, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event/Activity result, 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.

ADULTS & MINORS: I acknowledge this Event/Activity is open to participation by adults (18 years of age or older) by executing a waiver and permission form and minors only upon the waiver and permission of a legal parent or guardian.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Waiver and Permission Form 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 such county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

PARENT/LEGAL GUARDIAN

_____ **Date**

_____ **E-MAIL**

_____ **SIGNATURE
[PARENT/LEGAL GUARDIAN]**