

**DISNEY'S ATHLETE CELEBRATION EXPERIENCE**  
**WAIVER, RELEASE, AND PERMISSION FORM**

**PARTICIPANT INFORMATION:** *(Please Print)*

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender (M/F): \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

**EVENT INFORMATION:**

Event Date: June 19-20, 2010 Event Host: Disney's Martial Arts Festival  
Sport Type: Marching and/or performing, and all other activities conducted at or in conjunction with this Event

**PLEASE READ CAREFULLY BEFORE SIGNING**

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**Adult: 18 Years or Older – Minor: Under 18 Years of Age at Date of Event**

**LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:**

I, the undersigned below, in consideration of my and/or my child's or ward's participation in the Event(s) referenced above, and any related activities thereto (separately and collectively, the "Event"), wherever the/these Event(s) may occur, acknowledge that I am aware that my or my child's or ward's participation in the Event and the sport of marching and/or performing, are prone to potential injuries including but not limited to scrapes, bruises, twisted ankles and various injuries to the body but particularly to the feet and legs, and heat and stress related issues, and I freely assume on my own and/or my child's or ward's behalf all risks incidental to such participation. In consideration of my and/or my child's or ward's participation in the Event and in my own and/or my child's or ward's behalf, and on behalf of my and/or my child's or ward'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 and expenses of any nature arising out of, related to, or in any way connected with my or my child's or ward's participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, for myself and my child and/or ward, 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, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: Walt Disney World Co., Disney Destinations, LLC, Disney Sports Attractions, Disneyland Resort, and their respective parent, subsidiary, affiliated or related companies including, but not limited to, ESPN, Inc. and its subsidiaries and affiliates; all Event sponsors and charities, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, representatives, successors, assigns and volunteers of each of the foregoing entities.

**AUTHORIZATION AND RELEASE TO USE LIKENESS:**

I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online web casts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation. I further authorize distribution by the Released Parties of my contact information, including my e-mail address, to third parties for promotional purposes, or for any other purpose whatsoever, without compensation, reservation or limitation. The Released Parties are, however, under no obligation to exercise any rights granted herein.

This Waiver, Release, and Permission Form shall be governed by the laws of the State of California, and any legal action related to or arising out of this Waiver, Release, and Permission Form shall be commenced exclusively in the Superior Court in and for Orange County, California; (or if the Superior Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in Orange County, California having subject matter jurisdiction), and I specifically waive the right to trial by jury for myself, my child and/or my ward. I certify I am eighteen (18) years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

**I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS (i) LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SUE, AND (ii) AUTHORIZATION AND RELEASE TO USE LIKENESS.**

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature of Participant (if over 18) or Parent (if Participant is under 18) or Court Appointed Guardian  
\_\_\_\_\_  
Print Name of Participant (if 18 or over) or Parent (if Participant is under 18) or Court Appointed Guardian