

Sunshine State Games Individual Agreement, Release and Waiver of Liability

In consideration of the below named participant ("Participant") being permitted to participate in or assisting others in participating in the Sunshine State Games Championships ("Games"), and related events and activities ("Associated Activities"), I, on behalf of myself as the Participant, on behalf of my minor child or ward (if under 18 yrs of age) as the Participant;

(1) ACKNOWLEDGE, UNDERSTAND, DECLARE AND AGREE THAT:

(a) To the best of my knowledge, Participant is in Good Physical Condition and has no disease or injury that would be aggravated by participating in the Games or the Associated Activities;

(b) Participating or assisting others in participating in the Games or the Associated Activities may involve RISK OF DEATH OR INJURY TO THE PARTICIPANT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO PARTICIPANT, OTHERS OR THEIR PERSONAL PROPERTY, or other consequences, which might result not only from Participant's own actions, inaction or negligence but also the actions, inaction or negligence of others, the rules of play, or the conditions of the premises or of any equipment used;

(c) Participating in the Games and/or the Associated Activities is an inherently dangerous activity; and

(d) There may be OTHER RISKS not known or not reasonably foreseeable.

(2) ASSUME ALL OF THE ABOVE RISKS. Participant is not required to participate in the Games or any Associated Activities. Participant freely and voluntarily chooses to assume all of the risks inherent in the Games and the associated Activities, including, but not limited to, risks of negligent conduct of others, equipment malfunction, including those risks resulting in whole or in part from the Releasees' (defined below) own negligent acts or omissions.

(3) Understanding All of the Above, I, on behalf of myself, my child or ward, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives (collectively, "Releasers") RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND/OR PROCEEDINGS OF WHATEVER KIND OR NATURE (collectively, "Claims") AGAINST THE RELEASEES, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPANT'S PARTICIPATION IN THE GAMES AND/OR THE ASSOCIATED ACTIVITIES.

(4) I further HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE:

(a) the State of Florida or any of its agencies, the Florida Sports Foundation, Inc., their commissioners, employees or volunteers, coaches, trainers, officials affiliated with the international organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees, volunteers, coaches, trainers, officials or any other individuals affiliated with the Games;

(b) any affiliated subsidiary, successor, organization, or related companies or businesses, other participants, participating or sponsoring municipalities, governmental agencies, international organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees or volunteers of such entities or organizations;

(c) the United States Olympic Committee (USOC) and/or their respective representatives, officers, directors, employees, agents, successors and assigns;

(d) owners, lessors and lessees of premises used to conduct the Games and/or any of the Associated Activities FROM ANY AND ALL LIABILITY FOR INJURY, CONTRACTING ANY ILLNESS INCLUDING COVID-19, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE in connection with entry in or arising out of participation in, performance in or lack of performance in, including travel en route to and from the Games and related locations; and 2

(e) as to each of the above, including without limitation their directors, officers, managers, employees, independent contractors, volunteers, agents and affiliates. All of the foregoing described in (4)(a)-e) are collectively referred to herein as "releasees."

(5) I FURTHER AGREE THAT:

(a) Prior to participating as an athlete, Participant, and if the Participant is a minor, then also I and/or the Participant's parent or guardian, will INSPECT the facilities and equipment to be used, and if any believe same to be unsafe, I will immediately REPORT such condition(s) to the athletic coach, supervisor, or official connected with the Games of same and either DECLINE PARTICIPANT TO PARTICIPATE or further ASSUME THE RISK of participating in the Games and/or the Associated Activities;

(b) If Participant is a minor, then I agree to reimburse the Releasees for any and all loss, cost or other damages incurred by any of them arising from any Claims by or on behalf of myself and/or any other Releasor, even if due to a Releasee's own negligent acts or omissions.

(c) I will ALLOW my PHOTOGRAPH, PICTURE or LIKENESS and/or VOICE to APPEAR in any official documentary, promotional (including any and all advertisements), television, radio or film coverage of the Games, WITHOUT COMPENSATION.

(d) I have read and agree to the Florida Sports Foundation 'no refund' policy.

(7) I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the Games.

(8) Please list any medications you may be allergic to: _____

(9) Are there any current medical conditions or medications that emergency personnel should be aware of? _____

(10) MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Games and the Associated Activities, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if Participant experiences any of these or any other symptoms during the Games or Associated Activities, I will discontinue Participant's participation immediately and seek appropriate medical attention. I, on behalf of myself and all other Releasors, DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASEES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY AND/OR PARTICIPANT'S PARTICIPATION IN THE GAMES AND/OR ASSOCIATED ACTIVITIES.

(11) If any provision herein is not enforceable for any reason, such provision shall be enforced the maximum extent possible, and in any event the remaining provisions hereof shall be enforced to the maximum extent. This document is governed under the laws of the state of Florida, without regard to conflict of law principles. The exclusive venue for any action arising hereunder shall be in the state and federal courts located in Orange County, Florida, and the parties hereby consent to the jurisdiction of such courts. In any action arising under or relating to this instrument, I hereby WAIVE ANY RIGHT TO A JURY TRIAL.

(12) 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 RELEASEES 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 RELEASEES 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 RELEASEE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ THIS FORM IN ITS ENTIRETY, HAVE PROVIDED TRUTHFUL INFORMATION, AND ENTER INTO THIS KNOWINGLY AND VOLUNTARILY _____

All participants must complete this Individual Agreement, Release and Waiver of Liability in order to compete in the Sunshine State Games Championships. Team entries should include copies of this form for each athlete that participates.

Signature and date
