

**Volunteer Information**

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

DOB: \_\_\_\_\_ Gender: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_  
(MM/DD/YY) (M/F)

**Event Information**

Name of Event: 2022 runDisney Springtime Surprise Weekend

Event Dates: March 31, 2022 through April 3, 2022

Benefited Non-Profit Organization(s): Make-A-Wish Foundation of Central and Northern Florida, Inc.

**READ CAREFULLY BEFORE SIGNING – THIS IS A MULTIPAGE FORM**

**I. Notice to Parents and Legal Guardians**

In consideration of my minor child or ward being permitted to volunteer in connection with 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, for the Benefited Non-Profit Organization described above. I hereby attest that, after reading this waiver form (“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, ESPN, INC. 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, THE BENEFITED NON-PROFIT ORGANIZATION AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; BROADCASTERS OF THE EVENT, REEDY CREEK IMPROVEMENT DISTRICT AND ITS BOARD OF SUPERVISORS 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, ESPN, INC. 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, THE BENEFITED NON-PROFIT ORGANIZATION AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, REEDY CREEK IMPROVEMENT DISTRICT AND ITS BOARD OF SUPERVISORS 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, ESPN, INC. AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, THE SPONSORS OF THE DISNEY COMPANIES AND OF THE EVENT THE BENEFITED NON-PROFIT ORGANIZATION AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, REEDY CREEK IMPROVEMENT DISTRICT AND ITS BOARD OF SUPERVISORS 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.**

The notice in the preceding paragraph is also given and applicable if you are the legal guardian of a ward, in which case by signing this form you are agreeing to let your minor child or ward engage in potentially dangerous activities and giving up your ward or minor child’s right and your right to recover from the Released Parties, all as more fully explained in the preceding paragraph; it being understood and agreed that, as used in the preceding paragraph, the term “child” includes your ward for all purposes thereof.

**II. COVID-19 And Any Other Communicable Or Infectious Disease: Liability Waiver, Class-Action Waiver, Binding Arbitration, And Other Provisions**

By arranging for your child or ward to participate in an Event at the ESPN Wide World of Sports Complex 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 my child or ward or any individual who uses a ticket, pass, or reservation made by me, as follows (all the provisions of this Section II, collectively, the “COVID-19 and Other Communicable/Infectious Disease Provision”):

**Assumption Of Risk:** I, on behalf of myself and my child, 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 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 or 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 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 bought a ticket or pass or made a reservation or who uses a ticket, pass, or reservation made 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 bought a ticket or pass or made a reservation or who uses a ticket, pass, or reservation made by me is and is intended to be a third-party beneficiary of that ticket, pass, or reservation made 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 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, or arrangement made by me, arising out of or in any way relating to my purchase of an admission ticket(s) or pass(es) and/or my making of a 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 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 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, 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 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 agreement.

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.

**Venue But For Arbitration:** In the event that neither party elects to resolve disputes under binding arbitration, as provided above, any legal action arising out of or relating to this COVID-19 and Other Communicable/Infectious Disease Provision 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.**

### III. Activity Waiver

**ACTIVITY ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY:** I understand that incidental to my child or ward's participation in the Event/Activity, my child or ward may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, death, and exposure to Naegleria fowleri and coliform bacteria 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 child or ward 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 me, my child or ward 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 myself and my child or ward, 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 Event, 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 I or my property may suffer arising out of or in connection with my participation in the Event/Activity. On behalf of myself, my child or ward, heirs, executors, administrators and next of kin of each, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined above) of and from all Claims arising out of or in any way connected with my child or ward'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 child or ward before, during or after such participation.

**INSURANCE:** I 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 my child or ward relative to my child or ward's participation in the activities and the Event, 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 participation in the Event/Activity, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child or ward is physically fit for participation in the Event/Activity and has the skill level and mental state required in connection with the Event/Activity, and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with the Event/Activity, I or my child or ward will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with 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 able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment. To the extent athletic trainer or paramedic services are available at an Event/Activity, I hereby consent to such athletic trainer and/or paramedics furnishing athletic trainer/paramedic services to any Event or Activity participant or attendee for whom I am authorized to make health care decisions, including any minor child or ward for whom I make health care decisions. I understand and agree athletic trainers and paramedics furnish limited services, are not physicians or licensed to provide medical services, and will not provide services beyond the licensed scope of their authority or practice. I acknowledge and agree there is no guarantee any particular therapy, treatment, or service furnished or proposed by an athletic trainer or paramedic will be successful or effective, and in the event of injury or illness, I acknowledge and agree it is my sole responsibility to seek prompt medical treatment for myself, my child or my ward.

**EQUIPMENT AND FACILITIES INSPECTION:** I, or my child or ward if I am not in attendance at the Event/Activity, will immediately advise the Event manager of any unsafe condition that I, or my child or ward if I am not in attendance at the Event/Activity, observe. My child or ward will refuse to participate, and I will refuse to let my child or ward to participate, in the Event/Activity until all unsafe conditions observed by me, or my child or ward, have been remedied.

**VOLUNTEER REPRESENTATIONS:** I hereby represent to the Released Parties the following:

1. The Released Parties, their respective employees and agents have not made any representations or warranties whatsoever with respect to the facilities, the equipment present at the facilities, services and/or other accommodations that may or may not be provided in connection with the Event/Activity.
2. I am aware that the Released Parties are relying on the representations, acknowledgements, warranties and undertakings made by me in this Waiver.
3. I understand that this Waiver, including but not limited to the releases contained herein, are intended to be as broad and inclusive as permitted by the laws of the State of Florida.
4. I also acknowledge that at all times my child or ward is acting as a volunteer in order to benefit the Benefited Non-Profit Organization and that my child or ward is not acting as an employee of, and do not expect to receive compensation from, any of the above Released Parties. Therefore, my child or ward shall not be entitled to participate in, or to receive any benefits from, any employee benefit or welfare plans maintained by any of the above Released Parties

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape me and my child or ward and further to display, edit, use and/or otherwise exploit, as applicable, my child or ward's name, face, likeness, Event/Activity information and results (as more fully described below), 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 in 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, promotional or commercial purposes or otherwise, including, without limitation, publication and use of Event/Activity information and results (including, but not limited to name, uniform number, age, times, gender, "hometown", or other Event/Activity results), 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.

**VOLUNTEER CODE OF CONDUCT:** By signing below, I acknowledge receipt of, and agree to adhere to, the "Volunteer Code of Conduct below. Also, I understand, acknowledge and agree that any failure by my child or ward to comply with the "Volunteer Code of Conduct" may result in a revocation of my child's or ward's eligibility to participate in the Event/Activity, as determined by Disney and the Benefited Non-Profit Organization in their sole and absolute discretion.

Code of Conduct:

- My child or ward will respect the rights, dignity and worth of athletes, coaches, other volunteers, friends and spectators of the Event.
- My child or ward will treat everyone equally regardless of race, color, national origin, religion, sex, age, marital status or physical ability, and regardless of whether such person has HIV/AIDS or sickle cell trait.
- My child or ward will dress and act at all times in a manner which will be appropriate to my assigned responsibilities and a credit to myself, the athletes and the Benefited Non-Profit Organization.
- My child or ward will display control, respect, dignity and professionalism to all involved including athletes, coaches, opponents, officials, administrators, parents, Event spectators and media. Profanity and taunting are subject to immediate ejection.
- My child or ward will respect the property of all hotels, dormitories, schools, athletic, recreational and dining facilities.
- My child or ward will report any emergencies to the appropriate authorities.
- My child or ward will not take part in the consumption of alcoholic beverages and/or controlled substances while at the Walt Disney World® Resort. Nor will I take part in smoking or chewing tobacco while at the *Walt Disney World®* Resort.
- My child or ward will not engage in any type of inappropriate behavior such as theft, harassment, criminal activity, sexual activity, and/or verbal or physical abuse.
- My child or ward will abide by the rules and direction set forth by the Benefited Non-Profit Organization and Walt Disney World® Resort.
- I understand that race preparation and other pre-race activities are confidential and I assure that my child or ward will not photograph or audiovisual capture (including video), stream or post any images or description of such pre-race attendees, items (e.g. medals), activities.

This Code of Conduct is designed to assist each volunteer in abiding by the philosophy of the Benefited Non-Profit Organization and its mission. Any volunteer who does not follow this Code of Conduct will be immediately terminated from current and future volunteer opportunities and may be prohibited from participation in the Event.

#### **IV. General Provisions**

**GOVERNING LAW:** This Waiver will be governed by the laws of the State of Florida. Any legal action relating to or arising out of Waiver other than Section II will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), **AND I, ON BEHALF OF MYSELF AND OF 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 Agreement without affecting the binding force or effect of any other part or provision.

By signing below this form, I certify and acknowledge 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 legal guardian of the minor child or ward identified above and below; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to all of the foregoing on behalf of myself and my minor child or ward identified above and below.

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**Date**

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**Signature of Parent or Court Appointed Guardian**

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**Printed Name of Parent or Court Appointed Guardian**