

HOLLOWAY PARK PARTICIPANT WAIVER

PARTICIPANT INFORMATION

Participant First Name Middle Name Last Name

Street Address City State Zip Code

Email Address Date of Birth Phone Number

Event

Releasees: Holloway Park Foundation, Inc.

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

In Consideration of the right to participate in the Event referred to above (hereinafter referred to as "Event"), the undersigned, individually and on behalf of my minor (if applicable), hereby acknowledge(s) and agree(s) that they understand the nature of the Event; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event. The undersigned hereby acknowledges that they are in sufficient physical shape and condition to participate in the Event and that the Participant has the property and appropriate skill level and training to participate in the Event. Release and Waiver: The undersigned, individually and on behalf of my minor (if applicable), hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Releasees identified above, and its member institutions, or any subdivision thereof, and each of them, their officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event, except for those caused by the willful misconduct or intentional torts of the above parties, as applicable. Indemnification and Hold Harmless: The undersigned, individually and on behalf of my minor (if applicable), also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct or intentional torts of the above parties, as applicable. Permission to Use Likeness/Name: The undersigned, individually and on behalf of my minor (if applicable), further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting Holloway Park Foundation, Inc., and/or its championships, events and activities, including those of its representatives and licensees. Severability: The undersigned, individually and on behalf of my minor (if applicable), expressly agree that the foregoing agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Acknowledgment of Understanding: The undersigned, individually and on behalf of my minor (if applicable), have read this agreement, and have had the opportunity to ask questions about the same. The undersigned, individually and on behalf of my minor (if applicable), fully understand this agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned, individually and on behalf of my minor (if

applicable), acknowledge that they are signing this agreement freely and voluntarily. This agreement shall be governed by the laws of the State of Florida and the Polk County Court shall be the appropriate venue and jurisdiction for any disputes which may arise in relation to this agreement. The Participant hereby specifically waives a Trial by jury in relation to any dispute with Releasees and this agreement.

MEDICAL AUTHORIZATION

I understand that in the event medical intervention is needed, I hereby authorize any medical treatment, first aid, assistance, emergency first aid, surgical procedure or dental assistance and hereby authorize the dispensation of or injection of anesthesia, medicines, x-rays, or surgery as deemed necessary by any attending emergency personnel. The undersigned, individually and on behalf of my minor (if applicable), shall be liable and agrees to pay all costs and expenses incurred in connection with such medical and dental services rendered pursuant to this authorization. I hereby acknowledge and agree that that the Releasees shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

PERMISSION TO USE NAME/PUBLICITY RIGHTS

The undersigned, individually and on behalf of my minor (if applicable), hereby grant to the Releasees the right to photograph, record, videotape or otherwise record my image, voice and likeness. The undersigned, individually and on behalf of my minor (if applicable), hereby agrees to allow, without compensation, the Releasees the right, to display, publish, disseminate, use, and advertise and otherwise use said photographs, records, videotapes likeness or image forever and throughout the world in all media in perpetuity whether in writing, television, cable, print or other media without compensation to the Participant.

COVID-19 WAIVER

The novel coronavirus, known as COVID-19, is an extremely contagious virus, which can cause serious medical conditions, including death. COVID-19 has been declared a worldwide pandemic by the World Health Organization, and as a result, federal, state, and local governments along with federal and state health agencies recommend social distancing and have, in some circumstances, limited the congregation of people. COVID-19 is so contagious that even the most extraordinary measures have not halted its spread. The Releasees cannot guarantee that you will not contract the virus while participating in or attending an Event. The increased exposure of attending or engaging in an Event could increase your risk of contracting COVID-19. The undersigned, individually and on behalf of my minor (if applicable), voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my minor (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor may experience or incur in connection with attendance or participation at an Event. On my behalf, and on behalf of my minors, I hereby release, covenant not to sue, discharge, and hold harmless all of the Releasees of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after attendance or participation in any Event.

Print Name of Participant

Participant Signature

Date: _____

Print Name of Minor Participant

Guardian Signature for Minor

Date: _____