**MINOR**

(For Parent/Legal Guardians of Participants Under 18 Years of Age)

**Liability Release and Voluntary Assumption of Risk and Indemnity Agreement**

**2022 Special Olympics Florida Sunshine Bowl**

For any participant under the age of 18 (the “Minor Participant" or the “Minor”), the parent and/or legal guardian of the Minor Participant (the “Guardian”), as material consideration for the Minor being allowed to participate in the 2022 Special Olympics Florida Sunshine Bowl event and/or any and all activities preceding and following such event (hereinafter referred to collectively as the “Event”), expressly and freely agrees as follows:

1. That Guardian represents that they are at least 18 years of age or older and have the authority to contract on their own behalf. Guardian further certifies that they are the parent and/or legal guardian of the Minor Participant named below and have the legal capacity to enter into this agreement on their behalf.
2. That Guardian is allowing the Minor to participate in the Event. Guardian acknowledges that Guardian has authority to immediately terminate the minor’s participation in the Event if the Guardian observes anything deemed unsafe and that the Guardian agrees to immediately alert Special Olympics Florida personnel of any such observations.
3. That Guardian acknowledges having knowledge and experience with the health and capabilities of the Minor superior to Special Olympics Florida personnel. Guardian represents that the Minor is in good health and does not have any health or mental/physical impairments or conditions that would be aggravated by participating in the Event or that make such participation unsafe or otherwise inappropriate for the Minor, or other participants.
4. That Guardian understands that the Event involves risks of serious bodily injury, including exposure to viral infections, bacterial infections, COVID-19 and other communicable diseases and illnesses, permanent disability, paralysis and death, which may be caused the actions, or inactions, of the Minor or those of others participating in the Event, the conditions in which the Event takes place, or the negligence of the “Releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages for my participation in the Event.
5. That Guardian **WAIVES, RELEASES and FOREVER DISCHARGES** any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that he or she, the Minor, or any other parent/guardian of the Minor now or hereafter may have or claim to have against Special Olympics, Inc., Special Olympics Florida, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, Tampa Bay Buccaneers, Raymond James Stadium, Raymond James Financial, Inc., National Football League, any sponsors, promoters, suppliers, vendors, operators, advertisers, and, if applicable, owners and lessors of premises on which the Event takes place, (each considered one of the “Releasees” herein) resulting only from any Inherent Risk involved with the Event. The term “**INHERENT RISK**” shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Event and which are not eliminated even if the Event provider acts with due care in a reasonably prudent manner. Examples of such **INHERENT RISKS** include, but are not limited to: physical trauma, strains, bruises, sprains, muscle tears, broken bones, sunburn, COVID 19. viral infections, bacterial infections and other communicable diseases, negligent or intentional acts of the Minor or other minor participants and/or more serious injuries or illness, including cardiac injuries and heart attacks, permanent disability, paralysis and death. **INHERENT RISKS** additionally include a failure by the Event provider to warn Guardian or Minor of a specific **INHERENT RISK**. That Guardian acknowledges, understands, and appreciates that there are **INHERENT RISKS** involved in the Event.

 INITIALS

1. That Guardian agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS** the Releasees from and against any claims, actions, damages, demands, costs, expenses (i nclu din g att orne ys ’ f ees ) or lawsuits, whether foreseen or unforeseen, present or future, known or unknown, that the Minor, the Guardian, or any other parent/legal guardian of the Minor may have or assert as arising from the **INHERENT RISKS** of the Event, including those for personal injuries, illness, communicable diseases, death or damage to or loss of property.

 INITIALS

1. That this Waiver and Release is intended to be only as broad and inclusive as permitted by Florida Statute Section 744.301. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by such statute.
2. **PERMISSION TO PUBLISH**: That Guardian, as material consideration for the Minor being allowed to participate in the Event, expressly and freely agrees that Releasees are hereby granted the irrevocable right and permission to photograph or otherwise record the Minor Participant in connection with the Event, and to use Minor’s name, likeness, voice, and words in television, radio, films, newspapers, magazines, and other media, and in any form not heretofore described, for the purpose of advertising, promotional purposes or communicating the purposes and activities of Special Olympics in appealing for funds to support such activities. Guardian and Minor Participant waive any right to inspect and approve the use of this material, and acknowledge and agree that the rights granted by this release are without compensation of any kind. Guardian and Minor Participant acknowledge and agree that neither of them has any right, title or interest in the material described herein this paragraph 8 and agree that such material and the copyright therein are the exclusive property of the Releasees. Guardian and Minor Participant agree to release and discharge the Releasees from any claims, actions, damages, demands, costs, expenses (including attorneys’ fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution or use of such photographs or recordings.

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# 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 TAMPA BAY BUCANEERS, RAYMOND JAMES STADIUM, RAYMOND JAMES FINANCIAL, INC., THE NATIONAL FOOTBALL LEAGUE, SPECIAL OLYMPICS FLORIDA, INC., SPECIAL OLYMPICS, INC. AND THEIR PARENTS, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS, SPONSORS 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 TAMPA BAY BUCANEERS, RAYMOND JAMES STADIUM, RAYMOND JAMES FINANCIAL, INC. THE NATIONAL FOOTBALL LEAGUE, SPECIAL OLYMPICS FLORIDA, INC., SPECIAL OLYMPICS, INC. AND THEIR PARENTS, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS, AND SPONSORS 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 SPECIAL OLYMPICS FLORIDA, INC. AND SPECIAL OLYMPICS, INC. (AND THEIR EMPLOYEES, VOLUNTEERS, AGENTS) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Guardian:

Printed Name of Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Guardian:

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Printed Name of Minor Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: