

Waiver and Release from Liability and Indemnification Agreement

Kids 4 Kids Triathlon

This Waiver and Release from Liability and Indemnification Agreement must be read and agreed to in order to complete the Kids 4 Kids Triathlon registration process. Registrations for minors must be made by a parent or legal guardian herein referred to as "Guardian". This Waiver and Release from Liability and Indemnification Agreement will pertain to all children participating and parent(s) or legal guardian(s) that may participate with their children. Hereinafter "Participants" shall refer to all children listed and included as registrants.

ON BEHALF OF MYSELF AND PARTICIPANT, I HEREBY RELEASE, WAIVE, AND DISCHARGE Shands Teaching Hospital and Clinics, Inc., Kid 4 Kids Charities Florida, Inc., Haile Plantation Golf and Country Club, O2BKids, any and all participants, operators, owners, contractors and lessees of the premises used to conduct the event, their officers, board members, commissioners, officials, employees, agents, volunteers, local and state police, and all municipalities including any and all of their agents, employees, assigns, or anyone acting for or on their behalf, all herein referred to as "Releasees", from any and all claims, causes of action or liability for death, personal injury or property damage of any kind or nature whatsoever arising out of or in the course of training for or participating in the Kids 4 Kids Triathlon or related events even though that liability may arise out of negligence or carelessness of one of the Releasees. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Participant in any way participating, competing, officiating, observing, working for, or for any purpose participating in the event and whether caused by the negligence of the Releasees or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while participating in the Kids 4 Kids Triathlon or related events.

I EXPRESSLY ACKNOWLEDGE AND AGREE that running, biking, swimming or other similar physical activities can be potentially hazardous for both me and my child. I have full knowledge of and assume any and all other risks associated with participating in this event including, but not limited to: slips, trips, falls, contact with other participants, the effects of weather and the conditions of the route, including high heat and/or humidity, illness, personal injury, and death; and all such risks are known, understood and accepted. Furthermore, I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Florida.

I HAVE READ AND VOLUNTARILY ACCEPT THE RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I understand that the Kids 4 Kids Triathlon is relying on these representations and in consideration of the Kids 4 Kids Triathlon accepting my child's entry, I hereby for myself and for my child, our heirs, executors, administrators, personal representatives, successors and assigns, or anyone else who might claim on my behalf, covenant not to sue, and I waive, release and discharge any and all Releasees.

I grant full permission to any and all of the foregoing to free use of my child's name or my name and use of any photographs, motion pictures, recordings, or any other record of the event for any legitimate purpose, including commercial advertising.

Parent or Guardian Name (Please Print)

Child's Name (Please Print)

Parent or Guardian Signature

Date