

Disney Sports Waiver and Permission Form

(Adult and Minor)

Please Print

Participant Information

First Name: _____ M.I. _____ Last Name: _____

Date of Birth: _____ Gender (M/F): _____ Emergency Phone Number: _____

Event Information

Event Date(s): November 4-6, 2010 Team Name: _____

Event: International Martial Arts Festival Event Manager: KICK USA Inc. _____

Activity(ies): Martial Arts and any other activities conducted at or in conjunction with the Event _____

Please Read Carefully Before Signing

(Adult – 18 years of age or over; Minor – under 18 years of age)

In consideration of my and/or my child or ward's participation in the Sport Type(s) and Event referenced above and any related activities (collectively, the "Event"), wherever the Event may occur, I agree to assume all risks incidental to such participation (which risks may include, among other things, muscle injuries and broken bones). On my own and/or my child or ward's behalf, and on behalf of my and/or my child or ward's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my or my child or ward's participation in the Event and/or any such activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses 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 me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are KICK USA Inc., International Sports Grappling Association, Walt Disney World Swan & Dolphin, and their respective parent, subsidiary, affiliated or related companies; the Event Manager referenced above, all Event sponsors or charities, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, representatives, successors, assigns and volunteers of each of the foregoing entities.

I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation. I further authorize distribution by the Released Parties of my contact information, including my e-mail address, to third parties for promotional purposes, or for any other purpose whatsoever, without compensation, reservation or limitation. The Released Parties are, however, under no obligation to exercise any rights granted herein.

This Waiver and Permission Form shall be governed by the codified and common laws of the State of Florida without regard to conflicts of laws principles. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Superior Court in and for Orange County, Florida; or, if the Superior Court does not have jurisdiction, then before the United States District Court for the Central District of Florida; or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of California in any matter to be submitted to any such court pursuant hereto, and **EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING SUCH MATTER**. I certify I am 18 years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

Date

Signature of Participant (if over 18) or
Parent (if Participant is under 18) or Court
Appointed Guardian

Print Name of Participant (if 18 or over) or
Parent (if Participant is under 18) or Court
Appointed Guardian