

AT THE  Walt Disney World® Resort

Please complete this form and return with \$200.00 per person deposit is due by August 17th if you attended camp in June/July. If you attended camp in August deposit is due September 14th. Varsity Spirit LLC Orlando Thanksgiving Tour, To return by FedEx or UPS: 6745 Lenox Center Ct Suite 300, Memphis TN 38115. After we receive your registration, a Varsity Representative will contact you to make a credit card payment. For any additional information regarding this tour, please call UCA 888-243-3782 • UDA 800-326-2383 • NCA/NDA 800-622-2946. Make check payable to "Varsity Spirit LLC Orlando Thanksgiving Tour." Balance of payment is due no later than October 15, 2021.

Participant name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street Address (no P.O. Boxes accepted) City State Zip

Participant Home number: (\_\_\_\_) \_\_\_\_\_ Cell number: (\_\_\_\_) \_\_\_\_\_ Email address: \_\_\_\_\_

Check one:  UCA All-American  UDA All-American  NCA All-American  NDA All-American  UCE All-American

Type of team (check one)  Jr. High  Jr. Varsity  Varsity  All Star

Year in school Fall of 2021: \_\_\_\_\_

I attended 2021 Varsity Spirit camp at: \_\_\_\_\_  
Name of University or Home Camp Date Attended

Name of your school/team: \_\_\_\_\_ School/team address/city/state: \_\_\_\_\_

Parent Contact: \_\_\_\_\_ Parent Email address: \_\_\_\_\_

Parent Contact: Work Phone: (\_\_\_\_) \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Tour Chaperone: \_\_\_\_\_

**All communication will be sent via email and the website orlando.varsity.com. We will post ALL event communications online.**

**TRAVEL INSURANCE: I PLAN TO:**  Purchase travel insurance via the internet (www.insuremytrip.com)  Get my own travel insurance  Not have any travel protection

**MODE OF TRANSPORTATION TO ORLANDO, FL**  Flying  Driving

**EXTRA NIGHTS** at \$299 per room per night: # of rooms \_\_\_\_\_ for Monday, Nov. 22 # of rooms \_\_\_\_\_ for Friday, Nov. 26

- Adding an extra night DOES NOT add a day to your Park Hopper. See below about adding a day to your Park Hopper.

**Upgrade your theme park tickets:** 3 day to 4 day (\$108 per ticket) \_\_\_\_\_ 4 day to 5 day \_\_\_\_\_

- # of Thanksgiving Dinner tickets for \$75 each \_\_\_\_\_

If sending in registrations separately, please list individually any attendees you would like to be roomed close to you:

\_\_\_\_\_  
 \_\_\_\_\_

**PLEASE RE-READ THE PAYMENT SCHEDULE, CANCELLATION AND REFUND SECTIONS BEFORE SIGNING THIS CONTRACT. I/ WE HAVE READ THIS BROCHURE AND UNDERSTAND AND ACCEPT ITS CONTENTS:**

\_\_\_\_\_  
 Participant's Signature      \_\_\_/\_\_\_/\_\_\_      (\_\_\_\_) \_\_\_\_\_  
Date Daytime Phone

\_\_\_\_\_  
 Guardian/Parent Signature      \_\_\_/\_\_\_/\_\_\_      (\_\_\_\_) \_\_\_\_\_  
Date Daytime Phone

**For credit card payment call our office at 800-238-0286 option 2.**

**CANCELLATIONS AND REFUNDS:**

For cancellations received in the Varsity office on or **BEFORE** October 1, 2021, all monies will be refunded with the exception of the \$200.00 deposit. For cancellations in the Varsity office made **BETWEEN** October 2, 2021 and October 15, 2021, an additional \$100.00 per person penalty will apply to cover entertainment guarantees. For cancellations received **AFTER** October 15, 2021, **THERE WILL BE NO REFUNDS.**

**ALL CANCELLATIONS MUST BE IN WRITING TO VARSITY. WE WILL NOT ACCEPT CANCELLATIONS BY PHONE.**

**LAKEISHIA KEARNEY (LKEARNEY@VARSITY.COM) SCHOOL NAMES A - H, LATRAE LEWIS (LLEWIS@VARSITY.COM) SCHOOL NAMES I - P, GENEVA SMITH (GSMITH@VARSITY.COM) SCHOOL NAMES Q - Z**

# 2021 ORLANDO THANKSGIVING TOUR

AT THE  Walt Disney World® Resort

## PRICING & DEPOSITS

## TERMS & CONDITIONS

### PLEASE READ ALL INFORMATION CAREFULLY, ESPECIALLY THE PAYMENT SCHEDULES AND CANCELLATION POLICY

#### TOUR COST, RESERVATIONS & PAYMENTS:

The total number accepted for the tour is limited. Completed reservation application and \$200.00 (non-refundable) per person deposit **MUST BE RECEIVED** in the Varsity Spirit OFFICE on or before the dates listed below. You may fax in your registration forms to Varsity. However, **rooms are not guaranteed until deposits or a school purchase order has been received in the Varsity Spirit office.** (Deposits are credited toward your total cost)

#### PARTICIPANT PRICES:

Quad (4 persons per room), \$899.00 per person  
Triple (3 persons per room), \$945.00 per person  
Double (2 persons per room), \$1063.00 per person  
Single rooms are not available for participants.

#### SPECTATOR PRICES:

Quad (4 persons per room), \$859.00 per person  
Triple (3 persons per room), \$905.00 per person  
Double (2 persons per room), \$1023.00 per person  
Single (1 person per room), \$1286.00

Pricing is based on the total number of people in a room regardless if they are a participant or a chaperone. For example, 3 participants and one chaperone in a room would be the quad rate. The participants would pay the Participant quad rate and the spectator/chaperone would pay the Spectator/Chaperone Quad rate.

**\$200 per person Deposit Deadline is deposit is due by August 17th if you attended camp in June/July. If you attended camp in August deposit is due September 14th. Balance of payment is due October 15, 2021.**

- **EXTRA NIGHTS:** A limited number of rooms are available before or after the event at \$299 per ROOM per night. Please indicate if you wish to purchase an extra night. (Extra night fees are for room only. This does not change the 3 Day Walt Disney World® PARK HOPPER®.)

- **TICKET UPGRADE:** You may upgrade 3 day to 4 day Park Hopper for \$108 per person or a 3 day to a 5 day Park Hopper for a \$148 per person. Please indicate on your rooming list if you wish to do this. Please note: Adding an additional day to your Park Hopper DOES NOT automatically add an extra night to your stay.

**CHAPERONES:** ONE ADULT CHAPERONE FOR EVERY 3 PARTICIPANTS. VARSITY IS NOT RESPONSIBLE FOR SUPERVISING THE PARTICIPANTS!

Final payment is due in the varsity spirit office on or before October 15, 2021. **Uniforms will not be shipped until the balance of payment is made.** If final payment is not received by October 15, 2021, and the special written arrangements are not made with Varsity PRIOR to the October 15 deadline, tour participants will automatically be removed from the tour, which will result in a complete forfeiture of all monies paid.

#### CANCELLATIONS AND REFUNDS:

For cancellations received in the Varsity office on or before October 1, 2021, all monies will be refunded with the exception of the \$200.00 per person deposit. For cancellations received in the Varsity office between October 2, 2021 and October 15, 2021, an additional \$100.00 per person penalty will apply to cover entertainment and hotel guarantees. For cancellations after October 15, 2021, no refunds will be made. **NO EXCEPTIONS.** All cancellations must be in writing to Varsity and may be faxed to Varsity at 800-969-8295 or email to LaKeishia Kearney (lkearney@varsity.com) A - H, LaTrae Lewis (llweis@varsity.com) I - P, Geneva Smith (gsmith@varsity.com) Q - Z

Not with standing the foregoing, in the event this event is cancelled by the event producer or if Varsity Spirit terminates its participation in the event, attendees will receive a full refund for their registration fees that they have paid Varsity Spirit as of the date of cancellation/termination.

#### TOUR ORGANIZER:

This tour is being organized for select participants of the Universal Cheerleaders Association, Universal Dance Association, National Cheerleaders Association, National Dance Alliance, United Spirit Association, and Urban Cheerleading Experience, divisions of Varsity Spirit LLC.

#### CONFIRMATION:

After completed reservation application and deposit are received, a reservation confirmation will be sent to you via email. Once confirmation is received, those paying by credit card may call the office at 800-238-0286, option 2 to submit payment.

#### FLIGHT ARRANGEMENTS TO ORLANDO:

If you plan to fly from your home to Orlando, we suggest you use ALTOUR Travel to make your flight arrangements. If there are flight delays or weather cancellations on arrival or departure days, we will be able to accommodate you better with tickets purchased through ALTOUR Travel Management. ALTOUR telephone number is **1-866-719-0379.** (All flights must arrive into the Orlando International Airport - MCO.)

#### RESPONSIBILITY DISCLOSURE NOTICE:

Varsity Spirit LLC, D.B.A Universal Cheerleaders Association, Universal Dance Association, National Cheerleaders Association, National Dance Alliance, United Spirit Association and Urban Cheerleading Experience, divisions of Varsity Spirit LLC, act only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity Spirit LLC. Varsity Spirit LLC shall NOT bear any liability to the passenger or any third party for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason or any defect, through the acts of defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, acts of terrorism, civil disturbances, strikes, riots, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical, or customs regulations, or from any other causes beyond the control of Varsity Spirit LLC. Varsity Spirit LLC shall not be liable for any losses or additional expenses due to delay or changes in schedule or any other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for tour portions or unused services can be made unless agreed prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit of final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicated his or her consent by signing the reservation form.

# 2021 ORLANDO THANKSGIVING TOUR

AT THE  Resort

## ROOMING LIST

**ROOMING LISTS (IMPORTANT:** This form must be filled out completely in order for your registration to be accepted. Reservation will be entered according to the dates below and charged as such. List below names in full of people staying in each room. **Please Note: Rollaway beds are not available.**

(PLEASE PRINT OR TYPE)

Performer/Team Name \_\_\_\_\_

**THE COACH / MAIN CONTACT RESPONSIBLE FOR FILLING OUT THIS ROOMING LIST FORM.**

Please check the boxes which are applicable, letting Varsity know if you are a performer or spectator, male or female. You may have spectators and performers room together. If necessary, please make additional copies to accommodate large room needs.

- Varsity is not responsible for the physical make-up of the rooming list. For team registration, all inquiries from parents will be directed to the main contact.
- No performers allowed in single rooms.
- Package includes arrival November 23rd and departure November 26th. (Please note below early arrival or late departure.)

P = Performer    S = Spectator    C = Coach/Advisor    M = Male    F = Female

| QUAD ROOM           | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| QUAD ROOM           | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| TRIPLE ROOM         | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| TRIPLE ROOM         | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| DOUBLE ROOM         | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| DOUBLE ROOM         | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| SINGLE ROOM         | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

| SINGLE ROOM         | Child Age | P                        | S                        | C                        | M                        | F                        |
|---------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. _____            | _____     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arrival Date: _____ |           | Departure Date: _____    |                          |                          |                          |                          |

Total Extra Room Nights (\$299) per group: \_\_\_\_\_

# 2021 ORLANDO THANKSGIVING TOUR

AT THE  Resort

## RULES OF CONDUCT AND BEHAVIOR

There will be many girls, boys, parents, and Varsity Spirit LLC staff traveling to Orlando as part of this event. We are looking forward to a great Thanksgiving tour, and would like to take this opportunity to assure all parents that our main concern is each participant's safety. Therefore, we have established the following rules of conduct and behavior for each participant while on tour. Each participant was chosen as an All-American CHEERLEADER or DANCER and it is indeed an honor, as they are representing their state, hometown, school, and most of all family and themselves.

Varsity Spirit LLC., asks each participant and their parents to carefully read and understand the necessity of following these rules. Parents and participants must both sign this form and return it (with registration and other attached forms) to the Varsity Spirit office. Please remember that we want you to have a great time, but within the parameters of this agreement.

1. A chaperone/adult (age 21 and over) is required to attend with participants. This chaperone will be responsible for participants outside of scheduled rehearsals and performances (free time) including but not limited to swimming, free time at event site or hotel.
2. Varsity Spirit LLC is not responsible for participants on their free time.
3. It is my responsibility to learn my routine from the video sent to me and to pack and bring all of my uniform to Orlando.
4. I understand that during the independent or free time on this tour, I will be able to sightsee or shop with my chaperone.
5. The use of alcohol and/or any other controlled substance is strictly PROHIBITED AND FORBIDDEN. No smoking is allowed. Failure to comply will result in immediate dismissal and a letter to your coach and principal.
6. I will be expected to be on time for all tours, sightseeing excursions, rehearsals, and performances.

**I understand and agree that any infraction of these rules and conditions could cause my immediate expulsion from the tour and result in my being sent home at my parent's expense without refund for unused portions of the trip.**

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Participant's Signature

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Date

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Parent's Signature

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Date

To be completed and returned for participants only.  
RETURN TO: Varsity Spirit LLC Orlando Thanksgiving Tour  
6745 Lenox Center Ct Suite 300, Memphis TN 38115

**IF YOU FAIL TO COMPLETE ANY PART OF THIS FORM, IT WILL BE RETURNED TO YOU FOR COMPLETION, PRIOR TO ACCEPTANCE.**

**FOR MEASURING TIPS PLEASE GO TO ORLANDO.VARSITY.COM AND CLICK ON UNIFORMS IN THE DROP DOWN.**

It is very important that each participant measures correctly for these uniforms. Please watch the video instructions on one of the websites listed above. Even if you already purchase Varsity Uniforms, every uniform style measures differently. Exchanges may not be available for this event. Uniforms may vary slightly from the pictures shown on the website.

**PARTICIPANT ADDRESS**

Name: \_\_\_\_\_

Street Address (No P.O. Box numbers) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

I attended 2021 camp at: \_\_\_\_\_  Overnight Camp  Home Camp  
Name of University/School/Home Camp and City/State Date Attended

Name of your school: \_\_\_\_\_ School city/state: \_\_\_\_\_

**GIRLS** *Fill in blanks:*

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Waist: \_\_\_\_\_ Bust: \_\_\_\_\_ Hips: \_\_\_\_\_

**Top: Your Bust Measurement in Inches**  
(With Recommended size)

- 25"-26" (Size 26)
- 27"-28" (Size 28)
- 29"-30" (Size 30)
- 31"-32" (Size 32)
- 33"-34" (Size 34)
- 35"-36" (Size 36)
- 37"-38" (Size 38)
- 39"-40" (Size 40)
- 41"-42" (Size 42)
- 43"-44" (Size 44)
- 45"-46" (Size 46)
- 47"-48" (Size 48)
- 49"-50" (Size 50)
- 51"-52" (Size 52)

**Skirt: Polyester elastic waist**  
(With Recommended size)

|                                     | WAIST   | HIPS    | LENGTH |
|-------------------------------------|---------|---------|--------|
| <input type="checkbox"/> (Size S)   | 23"-25" | 33"-35" | 12"    |
| <input type="checkbox"/> (Size M)   | 26"-28" | 36"-38" | 13"    |
| <input type="checkbox"/> (Size L)   | 29"-31" | 39"-41" | 14"    |
| <input type="checkbox"/> (Size XL)  | 32"-34" | 42"-44" | 15"    |
| <input type="checkbox"/> (Size 2XL) | 35"-37" | 45"-47" | 16"    |
| <input type="checkbox"/> (Size 3XL) | 38"-40" | 48"-50" | 16"    |
| <input type="checkbox"/> (Size 4XL) | 41"-43" | 51"-53" | 17"    |

*(IF YOU MEASURE IN BETWEEN SIZES, GO WITH THE LARGER SIZE)*

**Check one:**  
 Brief Size:

- Small
- Medium
- Large
- X-Large
- XX-Large

**Souvenir T-Shirt**

- Y. Medium (10-12)  Y. Large (14-16)  Small  Medium  Large  X-Large  XX-Large

**GUYS** *Fill in blanks:*

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Waist: \_\_\_\_\_ Chest: \_\_\_\_\_

**Your Chest Measurement in Inches**  
(With Recommended size)

- 29"-30" (Size 34)
- 31"-32" (Size 36)
- 33"-34" (Size 38)
- 35"-36" (Size 40)
- 37"-38" (Size 42)
- 39"-40" (Size 44)
- 41"-42" (Size 46)
- 43"-44" (Size 48)
- 45"-46" (Size 50)
- 47"-48" (Size 52)
- 49"-50" (Size 54)
- 51"-52" (Size 56)

**Your Waist Measurement in Inches**  
(With Recommended size)

- (Size 28"-30") S
- (Size 31"-33") M
- (Size 34"-36") L
- (Size 37"-39") XL
- (Size 40"-42") 2XL
- (Size 43"-45") 3XL

\*Pants will be shipped unhemmed to ensure proper length

**Souvenir T-Shirt**

- Y. Medium (10-12)
- Y. Large (14-16)
- Small
- Medium
- Large
- X-Large
- XX-Large

**NON-PARTICIPANT: For traveling non-participants only (Souvenir T-shirt) (Please indicate number of each)**

\_\_\_\_ Youth Med. (10-12) \_\_\_\_ Youth Lg. (14-16) \_\_\_\_ Small \_\_\_\_ Medium \_\_\_\_ Large \_\_\_\_ X-Large \_\_\_\_ XX-Large \_\_\_\_ 3X-Large

Names of Traveling Non-Participants (on the tour package): \_\_\_\_\_

**COMPLETE AND RETURN THIS FORM TO: Varsity Spirit LLC Orlando Thanksgiving Tour • 6745 Lenox Center Ct Suite 300, Memphis TN 38115**

*Please measure carefully. Uniforms may be exchanged based upon availability.*

**IF YOU FAIL TO COMPLETE ANY PART OF THIS FORM, IT WILL BE RETURNED TO YOU FOR COMPLETION, PRIOR TO ACCEPTANCE.**

*Please mail ALL  
copies Do Not Staple*

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING**

In consideration of your participation in the cheerleading, dance or other activities conducted by Varsity at the Walt Disney World® Resort on or about November 23-26, 2021 pursuant to the 2021 Orlando Thanksgiving Tour (the "Event"), wherever the Event and/or activities may occur, you hereby attest that, after reading this Form completely and carefully, including the notice above your signature, as required by Florida Statutes 744.301, you acknowledge that participation in the Event entirely voluntary, and that you understand and agree as follows:

As used below, "Varsity" shall mean Varsity Spirit LLC and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing; and "Disney" shall mean Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

**RELEASE OF LIABILITY:** I agree, on behalf of myself and my heirs, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to my participation in the Event specified above or other activities conducted in conjunction therewith (which risks may include, among other things, exposure to Naegleria Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones), whether such risks are open and obvious or otherwise. Further on behalf of myself and my heirs, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/INSURANCE" below) of and from all Claims arising in any manner out of or in any way connected with my participation in the Event.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold each of Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., ESPN, Inc. and each of their respective parent, subsidiary and other affiliated or related companies; Varsity Spirit, LLC, all Event sponsors and charities having a presence at the Event 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 (collectively, the "Released Parties") harmless from and against any and all Claims arising out of or in any way connected with my participation in the Event, wherever the Event may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this 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 either before, during or after participation in the Event. 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 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 participation in the Event, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that I am physically fit for participation in the Event and have the skill level required in connection with the Event, and I have not been advised otherwise. I agree that before I participate in any activity conducted in conjunction with the Event, I will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event, 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 behalf. Additionally, I authorize medical treatment for myself, 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.

**EQUIPMENT AND FACILITIES INSPECTION:** I will immediately advise the Event manager of any unsafe condition that at the Event that I observe. I will refuse to participate, in the Event until all unsafe conditions observed by me, have been remedied.

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, 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 (including broadcasts on ESPN platforms), 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, or promotional purposes, including, without limitation, publication and use of Event results and standings, 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.

**GOVERNING LAW:** This Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Form 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 SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

**SUPERVISION:** I acknowledge that Disney and Varsity are not responsible for supervising me.

**RESPONSIBILITY DISCLOSURE NOTICE:** Varsity acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity. Varsity shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Varsity. Varsity shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general department impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE

before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

**MEDICAL RELEASE:** I authorize Disney and/or Varsity to procure at my expense, any medical care reasonably required by me during my visit at hospitals or facilities chosen by Disney and/or Varsity. I have listed below any medication that I am currently taking. I will ensure that I bring the medication with me to the *Walt Disney World*® Resort and that I am responsible for taking the medication. I have also listed below any medications I am allergic to.

**COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE – LIABILITY WAIVER, CLASS-ACTION WAIVER, BINDING ARBITRATION, AND OTHER PROVISIONS:** By arranging to participate in the Event at the *Walt Disney World*® Resort 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 any individual who uses a ticket, pass, or reservation made by me, as follows (collectively, the “COVID-19 and Other Communicable/Infectious Disease Provision”):

**Assumption Of Risk:** I 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 acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others that I later encounter, even if I am not experiencing or displaying any symptoms of illness myself. By visiting and/or participating in attractions, transportation, and activities at the *Walt Disney World*® Resort, I 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 myself 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 visit and participation are entirely voluntary.

**Waiver:** On my own behalf and on behalf of my 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 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 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, 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 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 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 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 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 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 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 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 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 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 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 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 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 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 SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

By signing below, I certify that: (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) the information set forth above pertaining to me is true and complete; and (4) I consent and agree to all of the foregoing on behalf of myself identified above.

Medications I am taking (if any): \_\_\_\_\_

Medications I am allergic to (if any): \_\_\_\_\_

Organization / Team Name: \_\_\_\_\_

This Release/Waiver shall be governed by the laws of the State of Florida.

X \_\_\_\_\_  
Adult Signature Date Witness Date

EMERGENCY INFORMATION:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ (home) (\_\_\_\_\_) \_\_\_\_\_ (work)

**EVERY ADULT COACH/ADVISOR PARTICIPATING IN THE EVENT MUST COMPLETE THIS FORM AND MAIL IT TO VARSITY'S OFFICE ALONG WITH ALL THE PARTICIPANT WAIVERS THREE WEEKS PRIOR TO THE EVENT.**



## Minor Release / Waiver Form

*Please mail ALL copies  
Do Not Staple*

Minor's Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

As used below, "**Varsity**" shall mean Varsity Spirit LLC and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing; and "**Disney**" shall mean Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

**TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING**

In consideration of my minor child or ward's participation in the cheerleading, dance or other activities conducted by Varsity at the Walt Disney World® Resort on or about November 23-26, 2021 pursuant to the 2021 Orlando Thanksgiving Tour (the "Event"), wherever the Event and/or activities may occur, you hereby attest that, after reading this Form completely and carefully, including the notice above your signature, as required by Florida Statutes 744.301, you acknowledge that participation in the Event by your minor child or ward is entirely voluntary, and that you understand and agree as follows:

**RELEASE OF LIABILITY:** I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to his or her participation in the Event or other activities conducted in conjunction there with (which risks may include, among other things, exposure to Naegleria fowleri and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones), whether such risks are open and obvious or otherwise. Further on behalf of myself and my minor child or ward, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/ INSURANCE" below) of and from all Claims arising in any manner out of or in any way connected with my child's or ward's participation in the Event.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold each of Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., ESPN, Inc. and each of their respective parent, subsidiary and other affiliated or related companies; Varsity Spirit, LLC, all Event sponsors and charities having a presence at the Event 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 (collectively, the "Released Parties") harmless from and against any and all Claims arising out of or in any way connected with my child's or ward's participation in the Event, wherever the Event may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this 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 participation in the Event. 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's 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's or ward's participation in the Event, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child or ward is physically fit for participation in the Event and has the skill level required in connection with the Event, 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, I or my child or ward will inspect the 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, 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.

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

**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 my or my child's or ward's name, face, likeness, voice, and appearance, in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming (including broadcasts on ESPN platforms), 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, or promotional purposes, including, without limitation, publication and use of Event results and standings, 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.

**GOVERNING LAW:** This Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Form 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 SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

**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 EACH OF THE RELEASED PARTIES (THAT IS, 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"); VARSITY SPIRIT, LLC, ALL EVENT SPONSORS AND CHARITIES HAVING A PRESENCE AT THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY, THE "EVENT HOST/SPONSORS/CHARITIES"); REEDY CREEK IMPROVEMENT DISTRICT AND ITS BOARD OF SUPERVISORS (COLLECTIVELY, "RCID"); AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) 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**

Minor's Name \_\_\_\_\_  
(Please Print)

Organization/ Team Name \_\_\_\_\_

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 THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC. AND THE OTHER DISNEY COMPANIES; THE EVENT HOST/SPONSORS/ CHARITIES; RCID; 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 THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC. AND THE OTHER DISNEY COMPANIES; THE EVENT HOST/SPONSORS/CHARITIES; RCID; 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 ABOVE IS ALSO GIVEN AND APPLICABLE TO LEGAL GUARDIANS AND THEIR MINOR WARD(S) WHO YOU ARE AGREEING TO LET ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. ALL REFERENCES TO "CHILD" ABOVE ARE APPLICABLE YOUR MINOR WARD(S) AND YOUR AND YOUR WARD'S RIGHTS TO RECOVER FROM THE RELEASED PARTIES (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC. AND THE OTHER DISNEY COMPANIES; THE EVENT HOST/SPONSORS/CHARITIES; RCID; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES).

X \_\_\_\_\_  
Signature of Parent(s) or Legal Guardian(s)                          Date

\_\_\_\_\_  
Witness    Date

**SUPERVISION:** A chaperone/adult (age 21 or over) is required to attend with participants. This chaperone will be responsible for the participants at all times. I/we acknowledge that Disney and Varsity are not responsible for supervising my/our child.

**RESPONSIBILITY DISCLOSURE NOTICE:** Varsity acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity. Varsity shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Varsity. Varsity shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

**MEDICAL RELEASE:** I/we authorize Disney and/or Varsity to procure at my/our expense, any medical care reasonably required by my/our child during his/her visit at hospitals or facilities chosen by Disney and/or Varsity. I/we have listed below any medication that my/our child is currently taking. I/we will ensure that my/our child brings the medication with him/her to the *Walt Disney World*® Resort and that my/our child is responsible for taking the medication. I/we have also listed below any medications my/our child is allergic to.

**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 the Event at the *Walt Disney World*® Resort, 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 (collectively, the "COVID-19 and Other Communicable/Infectious Disease Provision"):

**Assumption Of Risk:** I, on behalf of myself and my child or 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, 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 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 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.

By signing below, I certify that: (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (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.

Medications my/our child is taking (if any): \_\_\_\_\_

Medications my/our child is allergic to (if any): \_\_\_\_\_

Organization / Team Name (of child): \_\_\_\_\_

Minor's Name \_\_\_\_\_

**X** \_\_\_\_\_  
Signature of Parent(s) or Legal Guardian(s)                      Date                      Witness                      Date

EMERGENCY INFORMATION: (Not traveling with the minor)

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ (home) (\_\_\_\_\_) \_\_\_\_\_ (work) \_\_\_\_\_

**EVERY PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPATING IN THE EVENT MUST COMPLETE THIS FORM AND TURN IN TO THE COACH TO BE MAILED TO THE VARSITY OFFICE NO LATER THAN 3 WEEKS PRIOR TO THE EVENT.**