## 2023 Varsity Spirit Spectacular Minor Release / Waiver Form

## **RELEASE/WAIVER FORM**

## Organization / Team Name

Please mail ALL copies
Do Not Staple

Minor's Name			
(Please Print)			
Address	City	St Z	ip
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

Inconsideration of my minor child orward's participation in the cheerleading, dance or other activities conducted by Varsity at the Walt Disney World® Resort on or about November 17-21, 2023 pursuant to the 2023 Varsity Spirit Spectacular (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 Naegliria 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 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 CHARI-

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	Signature of Parent(s) or Legal Guardian(s)	Date	Witness	Date

TIES HAVING A PRESENCE AT THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIA

Organization/ Team Name

Minor's Name

(Please Print)

**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.

Minor's Name	Organization/ Team Name
(Please Print)	

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's or ward's visit and participation are entirely voluntary.

<u>Waiver</u>: 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

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The arbitrator will have the exclusive authority terms or the formation of this COVID-19 and Ot and any claim that all or any part of this COVID	her Communicable/I	nfectious Disease Provision, i	ncluding the arbitrability of any disput			
A. In the event of a dispute, I, on behalf of n that sets forth my name, address, and concept Released Parties at 500 South Buena Vista send any notice of dispute to me at the concept and my child or ward, will attempt to resolv dispute is sent. After that sixty (60) day p may commence an arbitration proceeding. to be heard in small claims court, whether	ontact information; a Street, Burbank, Ca ontact information the we a dispute through eriod and not before I may instead litigat	the facts giving rise to the dalifornia 91521-7620, USA, Atta lat they have for me. The Rela informal negotiation within si the Released Parties or I, on the a dispute in small claims cou	ispute; and the relief requested to the ention: Legal. The Released Parties wite eased Parties and I, on behalf of myselexty (60) days from the date the notice of behalf of myself and my child or ward			
B. If the Released Parties and I, on behalf of claims court, the dispute shall be resolved a limited right of appeal under the Federal Arbitration and ADR Services ("JAMS") in Rules"). The JAMS Rules and instructions Arbitration may be conducted in person, to conducted through the submission of doci if circumstances prevent me from traveling Released Parties and I, on behalf of mysel courts located in the State of Florida in or vacate, or enter judgment on the award en my child or ward, individually as a court of my individual claim. In accordance with the responsible for paying the filing fee. How the amount of the Released Parties' last wraddition to paying for any JAMS Case Mar will reimburse me for the filing fees I incur	d by binding arbitrated Arbitration Act, 9 Un accordance with the sabout how to initial through the submission uments, by phone, on the State of Flores of and my child or was der to compel arbitrated by the arbitrated by the Arbitrated the JAMS Rules, the ever, if the arbitrated ritten settlement offer aggement Fees and a gred.	ion before a neutral arbitrator S.C. § 1 et seq. Arbitration whe JAMS Streamlined Arbitrate an arbitration are available sion of documents, by phone, r online, will take place in the sida, JAMS may hold an in-perrd, agree to submit to the exclation, to stay proceedings peor. The arbitrator may award of laratory or injunctive relief, be party initiating the arbitration r; or (b) if the Released Parties all professional fees for the arbitration of the second sec	whose decision will be final except for ill be administered by JAMS Mediation tion Rules and Procedures (the "JAMS at <a href="www.jamsadr.com">www.jamsadr.com</a> or 1-800-352-5267 or online. Proceedings that cannot be State of Florida; provided, however, that son hearing in my hometown area. The lusive jurisdiction of the federal or state anding arbitration, or to confirm, modify damages to me, on behalf of myself and ut only to the extent required to satisfin (either me or the Released Parties) in ges and: (a) that award is greater that is did not make a settlement offer, then in pitrator's services, the Released Parties			
Except as provided above with respect to juris consent by the Released Parties to the jurisdic agreement.	tion of any other co	urt with regard to disputes, cl	aims, or controversies unrelated to thi			
This agreement to binding arbitration evidence 1-16, governs its interpretation and enforcement agreement to binding arbitration is deemed inv	nt. This agreement t	o binding arbitration will surv	ive its termination. If any portion of thi			
Venue But For Arbitration: In the event that neitl arising out of or relating to this COVID-19 and Ot Court of the Ninth Judicial Circuit in and for Orange then to such other court sitting in said county and h specifically waive any right to bring a class action general). I, ON BEHALF OF MYSELF AND MY C	ther Communicable/In County, Florida (or if s naving subject matter j or other representati	fectious Disease Provision shall such Circuit Court shall not have urisdiction). In any such action, ve or collective action (such as	I be commenced exclusively in the Circu jurisdiction over the subject matter thereon I, on behalf of myself and my child or ward an action in the form of a private attorne			
By signing below, I certify that: (1) I fully and completely the minor child identified above; (4) the information set all of the foregoing on behalf of myself and my minor cl	forth above pertainin	g to my child or ward is true and				
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						
XSignature of Parent(s) or Legal Guardian(s)	Date	Witness	Date			
EMERGENCY INFORMATION: (Not traveling with the min	or)					
Name:	Address:					
Telephone: () (hor	ne) ()	(work)				