Disney Sports Waiver and Permission Form *(Adult)*

Please Print ***(18 Years of Age or Older)***

Volunteer Information

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

Address: _____

DOB: _____ ***Gender:*** _____ ***Emergency Phone Number:*** _____
(MM/DD/YYYY) (M/F)

Event Information

Name of Event: 2016 Disney Wine and Dine Half Marathon Weekend **Event Dates:** October 9, 2016 – November 6, 2016

Benefited Charitable Organization(s): Homes for Our Troops

TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING

In consideration of my being permitted to volunteer in connection with the Event and participate in all activities conducted in conjunction therewith (collectively, the "**Event/Activity**"), wherever the Event/Activity may occur, I hereby attest that, after reading this Sports Waiver and Permission Form completely and carefully, I acknowledge that my participation in the Event/Activity is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY*:* I understand that incidental to my participation in the Event/Activity, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other individuals in attendance at the Event/Activity and the Released Parties, as defined below) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event/Activity. I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event/Activity, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Event/Activity. On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("**Claims**") arising out of or in any way connected with my participation in the Event/Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation. For the purposes hereof, the "**Released Parties**" are Disney Destinations, LLC and Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary, affiliated or related companies including, without limitation, ESPN, Inc. and its affiliated and subsidiary companies, and each of their respective parent, subsidiary, affiliated or related companies (the "**Disney Companies**"); the Benefited Charitable Organization, Reedy Creek Improvement District and it Board of Supervisors; the sponsors of the Disney Companies and of the Event/Activity, Event contractors, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

VOLUNTEER CODE OF CONDUCT/APPRECIATION PROGRAM: I also acknowledge that at all times I am acting as a volunteer in order to benefit the Benefited Charitable Organization and that I am not acting as an employee of, and do not expect to receive compensation from, any of the above Released Parties. Therefore, I shall not be entitled to participate in, or to receive any benefits from, any employee benefit or welfare plans maintained by any of the above Released Parties By signing below, I acknowledge receipt of, and agree to adhere to, the "Volunteer Code of Conduct" attached hereto and incorporated herein by reference. Also, I understand, acknowledge and agree that any failure by me to comply with the "Volunteer Code of Conduct" may result in a revocation of my eligibility to participate in Disney's Volunteer Appreciation Program, as determined by Disney and the Benefited Charitable Organization in their sole and absolute discretion.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event/Activity, have the skill level required in conjunction with the Event/Activity, and have not been advised otherwise. I agree that before I participate in the Event/Activity, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event/Activity, 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 own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

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, Event/Activity results and standings (as more fully described below), 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, 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/Activity results and standings (including but not limited to name, bib number, if applicable, age, times, if applicable, gender, "hometown", or other standard Event/Activity results), 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 Waiver and Permission Form shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Waiver and Permission Form 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 such county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY**.

_____	_____	_____
Date	**Signature**	**Print Name**

Volunteer Code of Conduct

- I will respect the rights, dignity and worth of athletes, coaches, other volunteers, friends and spectators of the Event.
- I will treat everyone equally regardless of race, color, national origin, religion, sex, age, marital status or physical ability, and regardless of whether such person has HIV/AIDS or sickle cell trait.
- I will dress and act at all times in a manner which will be appropriate to my assigned responsibilities and a credit to myself, the athletes and The Benefited Charitable Organization.
- I will display control, respect, dignity and professionalism to all involved including athletes, coaches, opponents, officials, administrators, parents, Event spectators and media. Profanity and taunting are subject to immediate ejection.
- I will respect the property of all hotels, dormitories, schools, athletic, recreational and dining facilities.
- I will report any emergencies to the appropriate authorities.
- I will not take part in the consumption of alcoholic beverages and/or controlled substances while at the *Walt Disney World*® Resort. Nor will I take part in smoking or chewing tobacco while at the *Walt Disney World*® Resort.
- I will not engage in any type of inappropriate behavior, sexual activity, and/or verbal or physical abuse.
- I will abide by the rules and direction set forth by The Benefited Charitable Organization.

This Code of Conduct is designed to assist each volunteer in abiding by the philosophy of The Benefited Charitable Organization and its mission. Any volunteer who does not follow this Code of Conduct will be immediately terminated from current and future volunteer shifts and may be prohibited from participation in the Event. By signing this form and showing my photo identification I acknowledge that I have read the Volunteer Code of Conduct and all release and notifications and agree to adhere to said terms.

Volunteer Appreciation Program

We at Disney understand that, in the true spirit of volunteerism, you volunteer your time and services to make an impact for The Benefited Charitable Organization without expecting anything in return. However, to show appreciation to you for your selfless contributions, Disney has agreed to assist The Benefited Charitable Organization by issuing volunteer appreciation gifts, on behalf of The Benefited Charitable Organization, to each Volunteer that fully complies with the Volunteer Code of Conduct. To that end, after successful completion of each scheduled shift as a volunteer during the "Half-Marathon", "5K", and "10K" portion of the Event, the Volunteer will be eligible to receive one (1) complimentary Sports *Magic Your Way* Base Ticket, and for each hour of service that is successfully completed in conjunction with either the "Expo" and "Race Prep" portion of the Event, Disney will credit one (1) appreciation point to the Volunteer's annual appreciation point total in connection with Disney's Volunteer Appreciation Program, and for every sixteen (16) appreciation points accumulated by a Volunteer during the same calendar year, the Volunteer will be eligible to receive one (1) complimentary Sports *Magic Your Way* Base Ticket, all in accordance with the following:

- Each Ticket entitles the bearer to one (1) visit to any <u>one</u> of the following theme parks within the WALT DISNEY WORLD® Resort: *Magic Kingdom*® Park, *Epcot*®, *Disney's Hollywood Studios*® or *Disney's Animal Kingdom*® Theme Park.

- Appreciation points are not redeemable for cash, and the Volunteer will not be entitled to receive any other accommodation or compensation if accumulated appreciation points remain at the end of the calendar year, it being understood that appreciation points are automatically voided at the conclusion of each calendar year (and do not "roll over").

- No action is required on the part of the Volunteer in order to redeem appreciation points for Tickets. Tickets will automatically be mailed by Disney within sixty (60) days of the Volunteer becoming eligible to receive such Ticket(s).

- Volunteers assume all responsibility for any taxes incurred in connection with the Tickets, if any, and must agree that the Tickets will not be used in any consumer sweepstake or other consumer promotion.

- Tickets will not be redeemable for cash, and Volunteers will not be entitled to any refund or other accommodation or compensation in the event Tickets are not used during the dates of validity (as specifically printed on each Ticket). Tickets will not be replaced if lost or stolen.