

## RELEASE/WAIVER FORM

Organization/Group Name \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

As used below, "**Winter Guard International**" shall mean Winter Guard International, Inc. 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 color guard, percussion, or winds activities conducted by WGI Sport of the Arts on or about February 8, 2021 through April 18, 2021 pursuant to the WGI Virtual Season Events (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, 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 participation in the Event or other activities conducted in conjunction therewith (which risks may include, among other things, exposure to COVID-19, 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 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 WGI Sport of the Arts and each of their parent, subsidiary and other affiliated or related companies; all Event sponsors and charities participating in the Event and their respective parent, subsidiary and other affiliated or related companies; 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 anyway, 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 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 the benefit 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.

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape 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, in motion pictures, films, newspapers, and magazines) and in all forms 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:** I agree that this Agreement shall be construed under the laws of the State of Ohio, and further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to my child's or ward's participation. I irrevocably consent to the jurisdiction of the federal and state courts located in Ohio and agree that such courts are the only proper venue for the resolution of disputes  
**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, WINTER GUARD INTERNATIONAL, INC. AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES HAVING A PRESENCE AT THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILATED OR RELATED COMPANIES 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 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 WINTER GUARD INTERNATIONAL, INC., THE EVENT HOST/SPONSORS/CHARITIES; 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, WINTER GUARD INTERNATIONAL, INC.; THE EVENT HOST/SPONSORS/CHARITIES; 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 YOUR 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, WINTER GUARD INTERNATIONAL, INC.; THE EVENT HOST/SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES).

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 the foregoing on behalf of myself and minor child or ward identified above.

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

**EVERY PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPATING IN THE EVENT MUST COMPLETE THIS FORM AND TURN IN TO GROUP MANAGEMENT TO BE FILED WITH THE WGI OFFICE NO LATER THAN THREE (3) WEEKS PRIOR TO EVENT.**