



# Family Forms

To be completed on behalf of the Wish Child and household family including parents/guardians (1 of 3)

<b>Wish Child</b>
_____
<i>First Name</i>
_____
<i>Last Name</i>
_____
<i>Arrival Date</i>

## General Release and Waiver of Liability Agreement

IN CONSIDERATION of Give Kids The World, Inc., a Florida non-profit corporation ("GKTW"), affording to my minor child \_\_\_\_\_ and accompanying minor siblings:

*(Wish Child)*

Sibling 1: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

Sibling 2: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

Sibling 3: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

Sibling 4: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

Sibling 5: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

the opportunity to receive fulfillment of a wish described as: a weeklong cost-free vacation in Central Florida inclusive of theme park admission, daily meals, lodging and entertainment with GKTW Village (the "Wish") and any additional follow-up visits (collectively, "the Wishes"), and additionally allowing me and my minor child and accompanying minor siblings (collectively "Our Family") to enter into, visit and participate in activities in one or more properties, parks or facilities owned, operated or maintained by GKTW (the "Facilities"), and in recognition of the possible dangers to which Our Family may voluntarily subject ourselves or be subject to in participating in any of the activities related to fulfillment of the Wishes or otherwise in the Facilities, which may include, but is not limited to, participation in strenuous and non-strenuous physical activity, exposure to hazardous materials, hazardous substances, allergens and other materials that may be damaging or dangerous, exposure to animals, both wild and domestic, and participation in any other activity that is integral or incidental to fulfillment of the Wishes or to entering or visiting the Facilities, I/We, the undersigned,

Parent/Guardian 1: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

Parent/Guardian 2: \_\_\_\_\_ Relationship to wish child: \_\_\_\_\_

*(First and Last Name)*

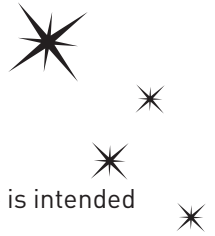
ON BEHALF OF OURSELVES, AND OUR FAMILY, HEREBY AGREE AS FOLLOWS:

1. Knowingly, freely and voluntarily, for myself, my child and siblings and other members of Our Family, and the heirs, personal representatives and assigns of each of Our Family, we do hereby fully release, waive and discharge any and all claims, demands, causes of action, suits in equity of whatever kind or nature, arising as a result of my participation in any activities related to fulfillment of the Wishes, whether or not on or around or traveling to or from any of the Facilities, from which any claims, liability, losses or damages may or could accrue to GKTW, and any of GKTW's partners, managers, members, officers, directors, employees or agents, as well as all of GKTW's related and affiliated companies and corporations, in addition to all volunteers and other individuals associated with fulfilling the Wishes (the "Released Parties"), including without limit any of the above resulting from or



## Family Forms

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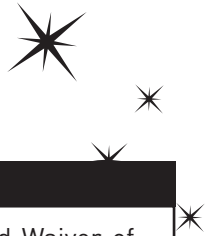
arising from the negligence (simple or gross) of the Released Parties. I acknowledge that this release is intended to remain in effect and be enforceable for the initial Wish and any additional follow-up Wishes.

2. I knowingly and fully assume, for myself, my child's and other members of Our Family and each of our heirs, personal representatives and assigns, any and all risks of illness, injury or harm to myself, including, but not limited to, death and injury, or other accident, and my property, whether such risks are inherent or incidental to the activities related to fulfillment of the Wishes or not or our traveling to or presence at or around the Facilities.
3. For myself, my child and other members of Our Family, and each of our heirs, legal representatives, personal representative, or assigns, from the date of this Agreement, and forever hereafter, to the extent allowable under law, I, and we, release and hold harmless and blameless the Released Parties for any injury or death to myself, my child or any other members of Our Family, including death occasioned by my or Our Family's traveling to or from the facilities or presence at or around the Facilities, my and Our Family's participation in any activities related to fulfillment of the Wishes whether or not on or in any of the Facilities and whether or not such injury is resulting by or through the negligence (simple or gross) of any of the Released Parties, or the action or inaction of Released Parties.
4. Should I or my heirs, personal representatives or assigns (or those of any minors or other members of Our Family), institute any action against any of the Released Parties arising out of any injury to myself or any member of Our Family or my or Our Family's property, as a result of Our Family's participation in any of the activities related to fulfillment of the Wishes, or as a result of Our Family's traveling to or from or presence on or around the Facilities, then and in that event, I for myself, my minor children, and Our Family, and each of our heirs, legal representatives and assigns, hereby agree to pay all costs of such action, including without limit attorneys' fees, cost or expenses incurred by the Released Parties.
5. For myself, my minor child and other members of Our Family, and each of our heirs, personal representatives, spouses, descendants, or assigns, I, and we, hereby agree not to sue or bring any claim, demand, causes of action (judicial or quasi-judicial), suits in equity of whatever kind or nature, directly or indirectly, against any of the Released Parties relating to or arising out of the fulfillment of the Wishes by GKTW.
6. On behalf of myself, and Our Family, I acknowledge and agree that I have read and I understand the provisions of this General Release and Waiver of Liability Agreement and that I have read all materials provided or made available to me regarding the Wishes and the Facilities. I represent and warrant that I have and possess the necessary legal parental rights to provide the release and waivers on behalf of my minor children identified above relating to their participation in the Wishes. I have had the opportunity to inquire into the dangers associated with the any activities related to fulfillment of the Wishes. I agree that I have had the opportunity to consult with legal counsel relating to this Release. I understand that but for executing this General Release and Waiver of Liability Agreement, the Released Parties would not permit me, my child or other members of Our Family or any guests to participate in any activities related to fulfillment of the Wishes. I further expressly agree that the terms and provisions of this General Release and Waiver of Liability Agreement are intended to be as broad and inclusive as is permitted by Florida law.
7. On behalf of myself, and Our Family, I hereby agree to defend, indemnify and hold GKTW and the Released Parties harmless from and against any and all losses or damages arising from or related to any actions or failure to act taken by me or Our Family while engaging in any activities related to the Wishes or otherwise on, in, or traveling to the Facilities.
8. On behalf of myself, and our Family, I agree that this General Release and Waiver of Liability Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this General Release and Waiver of Liability Agreement, the parties hereto hereby designate the state and federal courts sitting in Osceola County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

*(Signature on Following Page)*

# Family Forms

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## WITNESS

IN WITNESS HEREOF, the undersigned parties has executed and delivered this General Release and Waiver of Liability Agreement on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

### Parent or guardian:

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

### Parent or guardian:

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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