



# Give Kids The World Release

To be completed by, or on behalf of, any individual visiting Give Kids The World Village (1 of 4)

<b>WISH CHILD</b>
_____
<i>First Name</i>
_____
<i>Last Name</i>

060121

## General Release and Waiver of Liability Agreement

Give Kids the World, Inc., a Florida non-profit corporation ("GKTW") is affording to \_\_\_\_\_  
*Wish Child Name*

(the "Wish Child") and the Wish Child's parent(s) and/or legal guardian(s), and other accompanying participants identified below as the "Other Participants (all collectively referred to herein as the "Wish Participants," and each individually as a "Wish Participant"), the opportunity to receive fulfillment of a Wish. A "Wish" is described as: a visit to the GKTW Village in Central Florida, which may include theme park admission, meals, lodging and entertainment at GKTW Village, The Wish Participants may also make additional follow-up visits, as applicable, described as "Follow-up Visits"; The Wish and Follow-up Visits are collectively referred to as the "Wish and Follow-Up Visits". A Wish Participant may identify certain minor children in this General Release for whom the Wish Participant is parent, legal guardian or has other authority by which to execute this General Release on behalf of and bind the identified minor children for purposes of participating in the Wish and Follow-Up Visits, which children for that Wish Participant are referred to in this General Release as "Identified Minor Children." In consideration of GKTW granting to the Wish child and Wish Participants the opportunity for the Wish Participants to participate in the Wish and Follow-Up Visits and additionally allowing the Wish Participants to enter into, visit and participate in activities in one or more properties, parks or facilities owned, operated or maintained by GKTW (the "GKTW Facilities") or such other properties, parks or facilities owned by third parties ("Third Party Facilities") (with GKTW Facilities and Third-Party Facilities being referred to as "Facilities"), and in recognition of the possible dangers to which each may voluntarily subject themselves or be subject to in participating in any of the activities related to fulfillment of the Wish and Follow-Up Visits or otherwise in the Facilities, which may include, but are 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 Wish and Follow-Up Visits or to entering or visiting the Facilities, I/We, the undersigned, ON BEHALF OF MYSELF AND MY MINOR CHILD (as applicable and identified below as Identified Minor Children), HEREBY AGREE AS FOLLOWS:

1. Each and every Wish Participant knowingly, freely and voluntarily, for himself, herself, and for any Identified Minor Children below including but not limited to the Wish Child, and each of our heirs, personal representatives and assigns, do hereby fully release, waive and discharge any and all claims, demands, causes of action, and suits in equity, of whatever kind or nature (including without limitation, all claims, demands, causes of action, and suits based upon GKTW's negligence, acts of negligence, omissions or recklessness) arising as a result of, or in any way related to, our participation in any activities related to fulfillment of the Wish and Follow-Up Visits, 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 in whole or in part or agents, as well as all of GKTW's related and affiliated companies and corporations, in addition to all volunteers and other individuals involved with, participating in, or associated with fulfilling the Wish and Follow-Up Visits (the "Released Parties"). The Wish Participants, for himself, herself, and/or for any of our Identified Minor Children including but not limited to the Wish Child, acknowledge that this release is intended to remain in effect and be enforceable for the initial Wish and any additional follow-up Wish and Follow-Up Visits, and further acknowledge and agree that this release unambiguously demonstrates a clear and understandable intention to relieve the Released Parties from liability such that an ordinary and knowledgeable person will know what he or she is contracting away.
2. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, knowingly and fully assume any and all risks of illness, injury or harm to himself or herself, including, but not limited to, death and injury, or other accident, and damage to loss or destruction of personal property, whether such risks are inherent or incidental to the activities related to fulfillment of the Wish and Follow-Up Visits or not, or Wish Participants traveling to or presence at or around the Facilities. I understand and acknowledge that participation in some activities related to the fulfillment of the Wish and Follow-Up Visits, including use of exercise equipment located on the premises, involves the risk of serious injury, including permanent disability and death. The Wish Participants, for himself, herself, and/or for any Identified Minor Children including but not limited to the Wish Child, represent that we are in good health to undertake any activity related to the fulfillment of the Wish and Follow-Up Visits, and that each Identified Minor Children has sufficient clearance from a medical professional to conduct such activity, including but not limited to exercise.
3. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, as well as their heirs, legal representatives, personal representatives, and assigns, from the date of this Agreement, and forever hereafter, fully and unconditionally agree to release and hold harmless and blameless the Released Parties for any injury or death to the Wish Participants, including injury or death occasioned by traveling to or from the facilities or presence at or around the Facilities, participation in any activities related to fulfillment of the Wish or Follow-Up Visits, including without limitation any injury or death that occurs on or in any of the Facilities, or that arises from or in any way relates to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.
4. Should any of the Wish Participants, or their heirs, personal representatives or assigns, institute any action against any of the Released Parties arising out of any injury to person or property, as a result of participation in any of the activities related to fulfillment of the Wish and Follow-Up Visits, or as a result of traveling to or from or presence on or around the Facilities, then and in that event, each agree, for himself, herself and heirs, legal representatives and assigns, to pay all costs of such action, including without limit attorneys' fees, cost or expenses incurred by the Released Parties.



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5. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, their heirs, personal representatives, spouses, descendants, or assigns, 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 Wish and Follow-Up Visits, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.
6. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, acknowledge and agree they have read and understand the provisions of this General Release and Waiver of Liability and have read all materials provided or made available regarding the Wish and Follow-Up Visits and the Facilities. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, have had the opportunity to inquire into the dangers associated with the any activities related to fulfillment of the Wish and Follow-Up Visits. The Wish Participants, for himself, herself, and any Identified Minor Children, including but not limited to the Wish Child, have had the opportunity to consult with legal counsel relating to this Agreement. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, understand that but for executing this General Release and Waiver of Liability, the Released Parties would not permit the Wish Participants to participate in any activities related to fulfillment of the Wish and Follow-Up Visits, and further expressly agree that the terms and provisions of this General Release and Waiver of Liability are intended to be as broad and inclusive as is permitted by Florida law.
7. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, agree to defend, indemnify and hold the Released Parties harmless from and against any and all losses or damages arising from or in any way related to any actions or failure to act taken by them while engaging in any activities related to the Wish and Follow-Up Visits or otherwise on, in, or traveling to the Facilities, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.
8. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, agree that this General Release and Waiver of Liability 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 or related to the Wish and Follow-Up Visits or this General Release and Waiver of Liability, the Wish Participants hereby exclusively designate the state or federal courts sitting in Osceola County, Florida, as the proper, sole and exclusive jurisdiction and the venue in which same is to be instituted.
9. The Wish Participants, for himself, herself, and for any Identified Minor Children, including but not limited to the Wish Child, agree as part of the fulfillment of the Wish and Follow-Up Visits, GKTW collects certain personal information and data, including without limit, personal and health data, Personal Identifiable Information and Protected Health Information as those terms are defined in the Health Insurance Portability and Accountability Act ("HIPAA"), along with other personal information and data relating to an identified or identifiable natural person in relation to GDPR, and the Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, consent to and agree for GKTW to collect, store, keep, process, transmit and use this information, including but not limited to by disclosing the collected information to hospitals, first responders, and other healthcare providers as needed or requested, at the discretion of GKTW in emergency situations or care and treatment of the Wish Participants, Identified Minor Children, or the Wish Child. This consent and release includes, but is not limited to, the disclosure of the GKTW Patient Summary form. This information will be collected, stored, processed, transmitted and disclosed by GKTW in accordance with GKTW's Privacy Policy (available: <https://www.gktw.org/contact/privacy.php>) as updated and revised. Any processing, storage, transmission or other use of such information by such recipients in this paragraph will be at their sole responsibility and in accordance with the policies and practices of such third parties and GKTW shall have no liability or responsibility for any processing, storage, transmission or use of such information or data by such recipients.
10. **Waiver of Liability Relating to Coronavirus/COVID-19** The novel coronavirus/COVID-19 ("COVID-19") was declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. GKTW strives to maintain a safe environment and is taking precautions to assist in curbing the spread of COVID-19 and protect the safety of the Wish Child, Wish Participants, and the Identified Minor Children while at the GKTW Facilities. However, GKTW does not guarantee, warrant or represent that the Wish Child, Wish Participants, or the Identified Minor Children will not be exposed to or infected with COVID-19 either before, during, or after any activities related to fulfillment of the Wish and Follow-Up Visits or while at the Facilities. For this reason, GKTW is following the Center of Disease Control (the "CDC") and local health department guidelines, as they are updated and amended, with regard to social distancing practices and the use of appropriate other protective measures to reduce the spread of COVID-19. Please note that the GKTW guidelines may change from time to time, even during the time of travel to or during a stay at GKTW Facilities. Accordingly, the Wish Child, Wish Participants, and the Identified Minor Children agree to fully and completely comply with all GKTW direction, practices and policies as informed by the current CDC and local rules and guidelines throughout the time of their visit including any changes.

The Wish Child, Wish Participants and Identified Minor Children each hereby acknowledge the contagious nature of COVID-19 and voluntarily assume all risks of being exposed to or infected with COVID-19 during any and all activities related to the Wish and Follow-Up Visits or while at the Facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death, and they each further acknowledge understanding that the risks of becoming exposed to or infected by COVID-19 either before, during, or after any activities related to the Wish and Follow-Up Visits or while at the Facilities may result from their own actions, inactions, negligence or recklessness, as well as from the actions, inactions, negligence or recklessness of others, including without limitation GKTW, GKTW employees, agents and representatives, other GKTW guests, and members of the general public.



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The Wish Child, Wish Participants and Identified Minor Children each represent and warrant that they are not currently experiencing any symptoms of COVID-19 identified by the CDC, have not been in contact with someone with confirmed or suspected COVID-19 symptoms without completing an appropriate quarantine if required, and are not currently under any self-quarantine orders.

In specific and general consideration for GKTW's fulfillment of the Wish, the Wish Child, Wish Participants, and the Identified Minor Children (collectively, the "Releasers"), each of the Releasers hereby fully and forever releases, acquits, discharges, and holds harmless GKTW—including without limitation, GKTW's present, former and future executives, officers, directors, managers, administrators, staff, employees, volunteers, agents, representatives, departments, divisions, predecessors in interest, and successors in interest—(collectively, the "Released Parties") from all claims, causes of action, suits, actions, inactions, omissions, negligence, recklessness, debts, dues, costs, taxes, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liens, executions, direct liabilities, vicarious liabilities, technical liabilities, derivative liabilities, torts, obligations, indemnifications, contributions, acts, omissions, representations, non-disclosures, and all other claims, damages and demands of any type or nature whatsoever, whether arising in law or equity under federal or state law, which each Releaser has, had or may have, whether known or unknown, that are in any way related to, arising from or based upon exposure to or contraction of COVID-19 that may occur before, during or after any activities directly or indirectly related to GKTW's fulfillment of the Wish or Follow-Up Visits, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.

The Wish Child, Wish Participants and Identified Minor Children each knowingly and voluntarily agree to fully assume all of the foregoing risks and accept sole and exclusive responsibility and liability for any injury (including, but not limited to, personal injury, disability, and death), harm, illness, damage, loss, claim, liability, or expense, of any kind in any way associated with exposure to or contraction of COVID-19 at any time and place, including without limitation all claims, demands, causes of action (judicial or quasi-judicial), that arise from or in any way relate to the negligence, acts of negligence, omissions or recklessness of any of the Released Parties.

Each of the Releasers acknowledge and agree that this release shall be fully binding upon them and all of their present, former and future insurers, agents, designees, representatives, attorneys, assigns, affiliates, heirs, family members, descendants, survivors, estates, personal representatives, executors and all other persons or entities claiming by, through or under them.

Each of the Releasers acknowledge and agree that this is a general release of all Released Parties on all Released Claims, and they hereby unconditionally waive any right to seek or recover any monies or other relief from any of the Released Parties on any claim that is directly or indirectly based upon, arising from or related to any of the Released Claims, including without limitation any and all claims that are unknown or unsuspected to exist due to unawareness, oversight, error, negligence, recklessness or otherwise, and which, if known, would alter their voluntary decision to enter into this Release. The Releasers further covenant not to sue any of the Released Parties on any claim that is directly or indirectly based upon, arising from or related to any of the Released Claims.

- 11. Publicity Release.** Unless the below opt-out option is initialed, The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, further hereby give consent, authorize and release GKTW, the officers, directors, members, employees, volunteers, contractors, subcontractors, corporate partners, sponsors, supporters of GKTW and agents ("**Authorized Parties**") to photograph, film and/or record our participation, presence or activity at or with GKTW or any GKTW activities or events (collectively referred to as "**Recordings**") and to use, reproduce, use in other products and works, distribute, post, display, stream and share these Recordings through and in association with GKTW and GKTW's activities, events, websites, social media and the advertising, promotion and sponsorship of GKTW by or on behalf of the Authorized Parties thereof. GKTW may request and require photos and biographical information about Wish Participants, our Identified Minor Children or any members thereof for use in promotional materials and activities prior to, during and after our visit or participation with GKTW and related activities and events ("**Photos/Info**"). The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, hereby give consent, permission and release to GKTW and Authorized Parties to create and make the Recordings, to use the names, likeness and image of myself and all members of Our Family ("**Publicity Rights**") and our Photos/Info in GKTW advertising, promotional materials, and fundraising activities, as well as other GKTW products, events, and activities, in formats and media in GKTW's reasonable discretion, including but not limited to on the Internet, in social media, mobile app and technologies now known or later developed technologies. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, agree that no Recordings, advertising, promotional or other materials need be submitted to us or any member of our family for approval, no Wish Participant or family member is entitled to any compensation for use of such Recordings, Publicity Rights or Photos/Info. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, agree that no Recordings, advertising, promotional or other materials need be submitted to us or any member of our family for approval, no Wish Participant or family member is entitled to any compensation for use of such Recordings, Publicity Rights or Photos/Info. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, agree and acknowledge that all Recordings, advertising and promotional materials and photos taken by or on behalf of GKTW and Authorized Parties are owned by GKTW, along with all copyright rights. GKTW may, in its discretion, register the copyright in Recordings and other GKTW materials or works that may contain or use Publicity Rights or our Photo/Info pertaining to the same. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, hereby release, discharge, and agree to hold harmless the Released Parties (as hereinafter defined) from any liability, including, without limitation, any claims for libel or invasion of publicity and/or privacy, by virtue of any use of Photos/Info, including without



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limit, any alteration of such photos, whether intentional or otherwise. This authorization also shall extend to those persons, firms, organizations, corporations, associations or entities participating in the taking of such photographs and/or the filming or recording of such interviews. Such persons, firms, organizations, corporations, associations or entities also shall constitute "Authorized Parties" for purposes of this Authorization and Release. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, further authorize the Authorized Parties to distribute now or at any time in the future, all of such Recordings, Photos/ Info and Publicity Rights to any person, firm, organization, corporation, association or entity as such as Authorized Parties may choose including, but not limited to, the general public, any magazines, blogs, internet or social media, mobile apps, newspapers, television stations or other technology or media now known or later developed and/ or radio stations that customarily present news and/or information to the general public. The Wish Participants, for himself, herself, and/or for any Identified Minor Children, including but not limited to the Wish Child, and on behalf of each member of our family hereby release, remise, acquit, satisfy, and forever discharge the Authorized Parties and their successors, heirs and assigns from any and all actions, manner of action, causes of actions, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, claims and demands whatsoever, in law or in equity, that such minor(s) (or any such minor's(s') successors, heirs or assigns) have, had, or may have from the beginning of the world to the end of time including, but not limited to, any right or claim to any proceeds or sums of monies generated or received by any of the Authorized Parties by reason of the use, sale or dissemination of the Recordings, Photos/Info and Publicity Rights described herein.

## Publicity Release Option

Each specific Wish Participant(s) must select whether each desires to opt in or out of the Publicity Release of the above Section 10. The Wish Participant needs to select and initial the Publicity Release Opt In/Out Selection in the signature area below for that Wish Participant and write the names of any Identified Minor Children that is also selecting the Publicity Release Opt In/Out. This Publicity Release Opt In/Out does not remove or change any other sections, obligations or rights under the General Release and Waiver of Liability. If no option is selected the Wish Participant(s) opts in to the Publicity Release as described in Paragraph 10.

**By executing this General Release and Waiver of Liability I/we agree to the terms of the General Release and Waiver of Liability Agreement, which are incorporated herein by reference and which by signing below I/we acknowledge I/ we received and reviewed, on behalf of myself/ourselves and/or any of my/our identified Minor Children.**

**In addition, I/we, the Wish Participant(s) and/or Parent/Legal Guardian,  Opt In /  Opt Out of the Publicity Release described in Section 10 above.**

### Wish Child Parent/Legal Guardian

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

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

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

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Wish Child Parent/Legal Guardian

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

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

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

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Names of Wish Child and our other Identified Minor Wish Participants:

*\*See addendum for additional Wish Participants*



## Give Kids The World Release Addendum

Please refer to Give Kids The World Release (Pages 1-4) prior to signing this waiver.

WISH CHILD	
_____	
<i>First Name</i>	
_____	
<i>Last Name</i>	

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Other Adult individually and/or on behalf of the following Identified Minor Child(ren) listed below:

By executing this General Release and Waiver of Liability I, \_\_\_\_\_, agree to the terms of the General Release and Waiver of Liability Agreement, which are incorporated herein by reference and which by signing below

I acknowledge I received and reviewed, on behalf of myself and/or any of my identified Minor Children.

In addition, I  Opt In /  Opt Out of the Publicity Release described in Section 10 above.

Adult Wish Participant and/or Parent/Legal Guardian of Identified Minor Wish Participant

Names of other Identified Minor Wish Participants

Relationship to Wish Child

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Other Adult individually and/or on behalf of the following Identified Minor Child(ren) listed below:

By executing this General Release and Waiver of Liability I, \_\_\_\_\_, agree to the terms of the General Release and Waiver of Liability Agreement, which are incorporated herein by reference and which by signing below

I acknowledge I received and reviewed, on behalf of myself and/or any of my identified Minor Children.

In addition, I  Opt In /  Opt Out of the Publicity Release described in Section 10 above.

Adult Wish Participant and/or Parent/Legal Guardian of Identified Minor Wish Participant

Names of other Identified Minor Wish Participants

Relationship to Wish Child

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_