

# FLORIDA CINDERELLA SCHOLARSHIP PAGEANT

## WAIVER OF LIABILITY, INDEMNITY AGREEMENT, ASSUMPTION OF THE RISK AND COVID-19 AGREEMENT

PARTICIPANT NAME: \_\_\_\_\_

IN CONSIDERATION for the person(s) listed above being able to participate in Florida Cinderella State Pageant operated by Florida Cinderella Scholarship Pageant Inc, the undersigned, on behalf of himself or herself and such participating Minors and any personal representatives, heirs, and next of kin (hereinafter referred to as the "undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, facilities and affiliated program and that the undersigned finds and accepts same as being safe and reasonable suited for the use or participation by the undersigned and such participating Minor.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in the area of the location of the Florida Cinderella State Pageant. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and all other applicable and germane organizations, for the slowing the transmission of COVID-19, the undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating Minor shall visit or utilize the facilities, services and/or programs of Florida Cinderella Scholarship Pageant Inc within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check with the CDC Travel Health Notices list at (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, premises and/or services of Florida Cinderella Scholarship Pageant Inc, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating Minor shall visit or utilize the facilities, premises or programs of the Florida Cinderella State Pageant and/or Florida Cinderella Scholarship Pageant Inc if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Florida Cinderella Scholarship Pageant Inc immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Florida Cinderella Scholarship Pageant Inc has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation the access/use restrictions set forth above. The undersigned acknowledges and agrees that Florida Cinderella Scholarship Pageant Inc may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Florida Cinderella Scholarship Pageant Inc revised procedures prior to utilizing the facilities, premises and or programs of Florida Cinderella Scholarship Pageant Inc. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, premises and/or services of the Florida Cinderella Scholarship Pageant Inc and acknowledges that use thereof by the undersigned and/or such participating Minors may, despite Florida Cinderella Scholarship Pageant Inc's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illnesses, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE PREMISES AND/OR FACILITY OF THE FLORIDA CINDERELLA SCHOLARSHIP PAGEANT INC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE FACILITIES, PREMISES, OR PARTICIPATION IN ANY ON SITE OR OFFSITE PROGRAM AFFILIATED WITH THE PAGEANT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING MINOR, HEREBY RELEASES, WAVES, DISCHARGES AND COVENANTS NOT TO SUE FLORIDA CINDERELLA SCHOLARSHIP PAGEANT INC, it's directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating minors and all personal representatives, assigns, heirs, and next of kin of the undersigned or participating minor for any loss or damage, in any claim or demands on account of any property damage or any injury to or an illness or the death of, the undersigned or such participating minor (or any person who may contract Covid-19, directly or indirectly, from the undersigned or such participating minor) Weather caused by the negligence, active or passive, of the (Florida Cinderella Scholarship Pageant Inc) or otherwise while the undersigned or such participating minor or in, upon or about the premises or facilities or participating in any program

affiliated with the (Florida Cinderella Scholarship Pageant Inc). The undersigned expressly and knowingly waves all rights he or she may have in law and in equity.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE FLORIDA CINDERELLA SCHOLARSHIP PAGEANT INC, it's directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or cost that they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating Minor is in, upon or about the premises and/or facilities are participating in a program affiliated with the Florida Cinderella Scholarship Pageant Inc. The undersigned understands and agrees that Florida Cinderella Scholarship Pageant Inc is not required to provide insurance to cover the undersigned or such participating Minor in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or participating in any program affiliated with the Florida Cinderella State Pageant and/or Florida Cinderella Scholarship Pageant Inc.

The undersigned agrees and acknowledges that the use of Florida Cinderella Scholarship Pageant Inc facilities, services and programs may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating Minor due to negligence, active or passive, or otherwise while in or upon the premises or facility of Florida Cinderella Scholarship Pageant Inc and/or while using the premises or any facilities or participating in any program affiliated with Florida Cinderella Scholarship Pageant Inc. The undersigned acknowledges that any illness or injuries that the undersigned or such participating Minor(s) contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws associated with the situs of the pageant and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I HAVE CAREFULLY READ INVOLUNTARILY SIGNED THIS ASSUMPTION OF THE RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE BUT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE (FLORIDA CINDERELLA SCHOLARSHIP PAGEANT INC) IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT FLORIDA CINDERELLA SCHOLARSHIP PAGEANT INC FACILITY, PROGRAM OR PREMISES AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO FLORIDA CINDERELLA SCHOLARSHIP PAGEANT INC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

**I have read and understand the terms of this assumption of risk, release and waiver of liability, and indemnity agreement and agree to its terms.**

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Signature

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Date

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Printed Name of Parent and/or Legal Guardian