Digital Vibez Jamathon Waiver of Liability and Statement of Fitness

In this document, the name “Jamathon” is used in reference to both the KidsFit Jamathon event as well as the Jamathon in the Glades, whether in person or virtual. In consideration of being allowed to participate in any way in the KidsFit Jamathon and/or Jamathon in the Glades, a fitness event, related events and activities, I, _____________________________ (“Parent/Guardian below”), the undersigned acknowledges, agrees, and consents to the foregoing:

1. Due to the nature of the activities offered at the Jamathon, Participant acknowledges the risk for potential injuries which may be sustained during participation in the Jamathon, including but not limited to: cuts and bruising, sprains, strains, bone fractures, head and neck injuries, blunt trauma, permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, Participant agrees that said risks remain.

2. Participant KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for Participant’s actions and conduct.

3. Participant willingly agrees to comply with the stated and customary terms and conditions for participation. In the event that the Participant observes any unusual significant hazard during his/her presence and/or participation, Participant shall remove himself/herself from participation and bring the abovementioned hazard immediately to the attention of the nearest authorized representative of the Jamathon.

4. Participant acknowledges that photographs and/or video will be taken at the Jamathon and Participant, by their parent/guardian signature, consents to his/her appearance in any photograph and/or video. Photographs and/or video may be used by Digital Vibez as promotional materials. Participant hereby waives any compensation for the use of their photographs and/or video and consents to the use of such photographs and/or video by Digital Vibez in future printed materials and video in recorded materials.

5. Participant, his/her heirs, assigns, personal representatives and next of kin, RELEASE AND HOLD HARMLESS Digital Vibez, their officers, officials, agents and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I, _____________________________ (“Parent/Guardian below”) HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Participant Name (child of parent/guardian): __________________________________________

Parent/Guardian Signature: __________________________ Contact Number: ___________________

Parent/Guardian Name (Please Print): __________________________ Date: _____________________

*Attention Camp Directors, please make sure this form is filled out correctly by each participant and mailed or dropped off to Digital Vibez by July 1st.