

Summer Gatorade JTC

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It includes a release of liability and waiver of legal rights on behalf of yourself and your minor child/ward, including the right to sue certain parties. DO NOT agree to this document unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood the text presented to you. When you sign below, you understand and agree that events like the **Gatorade JTC** carry certain inherent dangers and risks which may or may not be readily foreseeable, including, without limitation, personal injury, property damage or death. You and your minor child/ward's ability to participate in the Event(s) is/are subject to your agreement to the terms of this release of liability and waiver (the "Release"), and by signing this form, you accept and agree to the terms of the Release on behalf of yourself and your minor child/ward, including the release of liability and waiver of legal rights provisions.

I wish for the minor child(ren)/ward(s) identified below (individually and collectively, the "Child") and myself (if applicable) to participate in the Event, which is hosted by Miami Dolphins Ltd. ("MDL") and/or certain Releasees (as defined below) or Providers (as defined below). Therefore, for good and valuable consideration – including the right to participate in the Event – the receipt of which is hereby acknowledged, I agree on behalf of myself and the Child as follows:

- 1. Legal Authority.** I hereby represent and warrant that I am the parent or legal guardian of the Child, that I have the legal authority to agree to the Release on the Child's behalf, and that neither I nor the Child has provided any payment (or agreed to provide any payment) to MDL in order to participate in the Event. By signing below, I acknowledge that I FULLY UNDERSTAND AND AGREE to the terms of the Release and that the Release will apply to me and the Child, and to our heirs, personal representatives and assigns. I understand that I am signing this Release as a condition to and in consideration of the participation of my minor child/ward in one or more noncontact skills course activities and/or interactive games (collectively "Physical Activities"). I hereby represent and warrant that I have not provided the Releasees with any form of compensation in connection with the Physical Activities, I am at least 18 years of age and of sound mind and body, and I am legally capable of giving this release on my behalf and on behalf of the Child. I understand that, among other risks, there may be risks of injury or death to person and property while participating in the Physical Activities, including, but not limited to, severely strained, torn and pulled muscles; severely strained, torn, pulled and ruptured ligaments and tendons; cartilage damage; broken bones; contusions; injuries to the head, elbow, back, spinal cord, knee, foot and ankle; mental anguish; pain; suffering; paralysis; cerebral or cognitive injury; heart; lung or other internal organ injury; and death. I represent and warrant that the Child is in good physical condition and that the Child has no medical condition which prevents him/her from participating in the Physical Activities. I understand that any injury which the Child may sustain during the Physical Activities may reduce or eliminate his/her ability to participate in other life functions.
- 2. Assumption of Risk, Disclaimer, Release of Liability and Indemnification.** I understand that, even with adherence to reasonable safety practices, there exists a risk of injury to those who participate in the Event. I acknowledge that such injuries could be catastrophic, including paralysis and death. I further understand that neither I, nor the Child, should participate in the Event unless we are both physically and medically able to do so. NEVERTHELESS, I KNOWINGLY AND FREELY ACCEPT AND ASSUME THE RISK ASSOCIATED WITH THE CHILD'S (AND, IF APPLICABLE, MY) PARTICIPATION IN THE EVENT, AND, ON BEHALF OF MYSELF, THE CHILD, AND EACH OF OUR HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, **I DO HEREBY AGREE TO RELEASE,**

INDEMNIFY AND HOLD HARMLESS MDL, THE NATIONAL FOOTBALL LEAGUE, SOUTH FLORIDA STADIUM LLC, DOLPHINS CYCLING CHALLENGE, INC., SOUTH FLORIDA FOOTBALL ASSOCIATES LLC, FIN ASSOCIATES, LLC, SOUTH FLORIDA FOOTBALL HOLDING LLC, SOUTH FLORIDA STADIUM HOLDING LLC, SOUTH FLORIDA SPORTS FOUNDATION, INC., AND EACH OF THE FOREGOING'S AFFILIATES, SPONSORS, PARTNERS, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "RELEASEES") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR DAMAGE TO PERSON, PROPERTY OR REPUTATION RELATING TO MY OR THE CHILD'S PARTICIPATION IN THE EVENT AND EVENT-RELATED ACTIVITIES (INCLUDING REGISTRATION), WHETHER ARISING FROM THE NEGLIGENCE OF ONE OR MORE OF THE RELEASEES, THIRD PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

3. **Treatment.** I understand and agree that I will be responsible for the care and treatment of my minor child/ward in the event he/she sustains an injury during or as a result of his/her participation in the Physical Activities. I hereby acknowledge and understand that neither MDL nor any other party at the Event (collectively, "Providers") has any obligation or duty to provide medical treatment for the Child in case of injury. Notwithstanding such absence of duty, as parent or legal guardian of the Child, I hereby give my consent to any Provider to seek, obtain, and provide emergency medical treatment for the Child in case of injury that occurs while participating in the Event or Event-related activities. This care may be given under whatever conditions are necessary to preserve life, limb, or well being of the child. I understand that such treatment will be sought and provided only in an emergency and that, based on the circumstances, reasonable efforts may be made to contact me before providing such treatment.
4. **Consent to Use of Likeness and Personal Information.** I understand that, during the course of or in connection with the Event, photographs, audio, video, and other recordings (the "Depictions") may be taken of me, and I hereby grant the Releasees and their designees and licensees the royalty-free right, in any and all manner and media throughout the world and in perpetuity, to disseminate, reproduce, record, exhibit, print and publish the Depictions, which may include my name, likeness, voice and/or biographical material, for any purpose, including, without limitation as news or informative matter and for advertising and publicizing Releasees and their designees. With the exception of my social security number, I agree that Releasees may use the personal information provided below for sales and marketing purposes, including, but not limited to, notifying me of offers and events via mail, e-mail, phone, and other means. I understand that I may opt-out of such communications by writing to 347 Don Shula Dr., Miami Gardens, FL 33056. The personal information of the Child will not be used for sales and marketing purposes.
5. **Disclaimer of Warranties.** RELEASEES MAKE NO WARRANTY THAT THE EVENT OR EVENT-RELATED SERVICES WILL BE SAFE, SECURE OR ERROR FREE AND EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
6. **Applicable Law; Consent to Jurisdiction.** I hereby agree that the laws of the State of Florida, without regard to the conflict of laws principles thereof, will apply to any and all disputes or claims relating in any way to the Event or the Release (including registration). I agree that jurisdiction for such disputes and claims relating to the Event or the Release shall lie exclusively

in the courts of the Eleventh Judicial Circuit located in Miami-Dade, Florida and I agree and expressly consent to the exercise of personal jurisdiction in such courts. THE FOREGOING NOTWITHSTANDING, ANY DISPUTE WITH THE NATIONAL FOOTBALL LEAGUE OR ANY OF ITS AFFILIATES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF, AND I EXPRESSLY CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION IN THE COURTS OF THE STATE OF NEW YORK.

7. **Severability.** If any provision of the Release shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed to the most limited extent possible and shall not affect the validity or enforceability of any remaining provisions.

I HEREBY AFFIRM THAT I HAVE READ THIS AGREEMENT, AND THAT I FULLY UNDERSTAND ITS TERMS. I FURTHER AFFIRM MY UNDERSTANDING THAT, BY SIGNING THIS AGREEMENT, **I AM GIVING UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND THE CHILD, INCLUDING THE RIGHT TO SUE.** I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND THAT I INTEND BY MY SIGNING THIS AGREEMENT FOR MYSELF AND THE CHILD TO BE BOUND BY THIS AGREEMENT TO THE FULLEST EXTENT ALLOWED BY LAW.

FULL NAME OF CHILD/WARD 1

FULL NAME OF PARENT/LEGAL
GUARDIAN

FULL NAME OF CHILD/WARD 2

___ / ___ / _____
DOB OF PARENT/LEGAL GUARDIAN

FULL NAME OF CHILD/WARD 3

EMAIL OF PARENT/LEGAL GUARDIAN

PHONE OF PARENT/LEGAL
GUARDIAN

ADDRESS OF PARENT/LEGAL
GUARDIAN

X _____
SIGNATURE OF PARENT/LEGAL
GUARDIAN