

RELEASE AND WAIVER OF LIABILITY OF FACE AUTISM, INC.

This Release and Waiver of Liability (the “release”) executed on _____ (date) by _____ (“Parent/Guardian/Participant”) releases FACE AUTISM, INC. (“Nonprofit”), a nonprofit corporation organized and existing under the laws of the State of Florida and each of its directors, officers, employees, and agents:

1. Waiver and Release: I, _____ release and forever discharge and hold harmless Nonprofit (FACE AUTISM, INC.) and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from our participation at Sky Zone on _____ day of _____ 2019. I understand and acknowledge that this Release discharges FACE AUTISM, INC from any liability or claim that I may have against FACE AUTISM, INC with respect to bodily injury, personal injury, illness, death, or property damage that may result from our trip to Sky Zone. I also acknowledge I have signed a Participation Agreement, Release, and Assumption of Risk (The Agreement) with Sky Zone Sarasota, and acknowledge that the terms of that agreement also apply to this waiver and release of liability.

2. Assumption of Risk: I understand that the activities at Sky Zone may be hazardous to me including, inherently dangerous activities. I hereby expressly assume risk of injury or harm from these activities and Release FACE AUTISM, INC. from all liability

3. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

4. I agree to release and hold harmless FACE AUTISM, INC., its agents, officers, employees, and volunteers, from any and all liability, claims, suits, demands, judgments, costs, interest and expense, (including attorneys’ fees and costs) arising from any accident or injury that arises from my participation in an activity at SKY ZONE on _____ day of _____, 2019 to _____ day of _____, 2020.

5. By signing this document, I acknowledge for myself and any of the children for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against FACE AUTISM, INC., on the basis of any claim from which I/we have released them herein.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS AGREEMENT IS VALID FROM THE DATE OF SIGNATURE FOR 1 FULL YEAR.

Printed Name of Minor(s): _____

Print Name of Parent accompanying Minor(s): _____

Signature of Parent of Legal Guardian: _____

Printed Name of Parent or Legal Guardian: _____

Date of Signature: _____