



**SPINA BIFIDA ASSOCIATION
OF CENTRAL FLORIDA**

SPINA BIFIDA ASSOCIATION MEMBER AGREEMENT

The following Agreement will remain in full force and effect and may be relied on by Spina Bifida Association of Central Florida (“SBACFL”) until such time as I notify Spina Bifida Association of Central Florida in writing to the contrary:

1. Participation in SBACFL Events and Activities: I, as a participant in SBACFL events or as a parent or legal guardian of a participant under 18 years of age, understand that participation in SBACFL events and activities is voluntary and any injuries that are sustained to my person and/or property, including but not limited to personal injuries, including death, theft and/or damage to my property while participating in any and all activities associated with SBACFL, shall be my sole responsibility. If the undersigned is the parent or guardian of a minor child, the undersigned agrees to defend, indemnify and hold the SBACFL Releasees harmless from any failure of the child to fully comply with this Agreement or any attempt by any party to disaffirm or challenge this Agreement.

2. Permission to Disclose Medical Condition: I grant SBACFL the right to disclose the nature of my or my minor child/ward’s (as applicable) medical condition to the extent necessary or desirable in the preparation, fulfillment and execution of all activities associated with SBACFL.

3. Release, Waiver and Indemnity: The undersigned irrevocably, waives, releases and discharges any and all claims that the undersigned (and my child if the undersigned is a parent or guardian) now has/have or may, in the future, have against SBACFL and its officers, directors, members, employees, agents, representatives and their respective successors, or assigns (the “SBACFL Releasees”), including any and all claims for damage or personal injury, whether or not caused by the negligence of any of them, arising out of or relating to this Agreement (including, without limitation, any participation in SBACFL events or activities) or any related function, together with any costs, including attorneys’ fees, incurred as a result of such a claim (“Released Matters”). This release has been executed voluntarily and knowingly by the undersigned and extends to all claims against the SBACFL Releasees, whether or not known.

The undersigned agrees to indemnify and hold harmless the SBACFL Releasees against any and all claims, demands or causes of action that the undersigned (and my child if the undersigned is a parent or guardian) or any one or more of my or our executors, administrators, heirs, next of kin, successors, or assigns, or any third party, may assert that are in any way connected with the Released Matters, and against any costs and expenses, including attorneys’ fees, with respect thereto. Such indemnification will extend to any claim asserted by others against the undersigned (and my child if the undersigned is a parent or guardian) that also names the SBACFL Releasees.

4. Representations and Warranties: I, as a participant in SBACFL events and activities, or as a parent or legal guardian of a participant under 18 years of age, make the following representations and warranties to SBACFL:

(a) I have made a true and full disclosure of my, or my minor child/ward’s (as applicable) medical condition to SBACFL;

(b) I will notify SBACFL if and when my or my minor child/ward's (as applicable) medical condition should deteriorate at any time prior to completion of participation of SBACFL events and activities;

(c) I am carrying, or during the duration of SBACFL events or activities shall be carrying, full and adequate medical insurance, including any additional coverage which may be required as a result of my or my minor child/ward's participating in SBACFL events and activities, or that I assume the risk and personal responsibility of failing to carry adequate medical insurance;

(d) in requesting SBACFL to allow myself or my minor child/ward to voluntarily participate in SBACFL events and activities, I am not relying upon nor have I received any counsel or advice from SBACFL with respect to the advisability of or the risks attendant to the SBACFL event or activity.

5. Governing Law: This Agreement shall be governed by the internal laws of Florida without regard to conflict of laws provisions.

6. Grant of Right of Publicity: In consideration of SBACFL's fulfillment of events and activities, I, as a participant or as a parent or legal guardian of a participant under 18 years of age, together, and each of them individually, hereby irrevocably grant to SBACFL all rights of all kind and character whatsoever in all media and languages now known or hereafter devised throughout the universe in perpetuity to use my and my minor child/ward's, names, voices, photographs, biographies, and likenesses in such manner as SBACFL deems appropriate (including, but not limited to, advertising and promotion purposes).

Note: If you want to limit or restrict SBACFL's right of publicity in any way, you must place your initials in the spaces provided below.

This Publicity Release is limited in the following respects:

- () SBACFL's internal use only (no public release of photos or other details).
- () Publication of photos or other identifying information is prohibited.

7. Miscellaneous. This Agreement is binding on all heirs, executors, next of kin, successors, representatives, and assigns of each and all the parties hereto. This Agreement can only be modified by a writing signed by SBACFL.

IMPORTANT: BY SIGNING BELOW, I AFFIRM THAT I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND TO ITS TERMS.

Print Name(s) of Participant(s) in SBACFL events and activities

Print Name(s) of Participant(s) in SBACFL events and activities

Print Name (Parent/Guardian if minor(s) listed above)

Signature (Parent/Guardian if minor)

Date

Address

City, State, Zip

County