

JAZZYKAT, INC
RELEASE OF LIABILITY FOR MINOR PARTICIPANTS
READ BEFORE SIGNING

IN CONSIDERATION OF _____ (insert name of participant), my minor child/ward ("My Child"), being allowed to participate in any way in this JazzyKat, Inc., program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury to My Child from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and

2. I, for myself, my spouse, My Child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE THE other participants, JazzyKat, sponsoring agencies, sponsors, advertises, 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 or damage to person or property incident to My Child's involvement or participation in this program, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and

3. FOR MYSELF, MY SPOUSE, AND MY CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for My Child's participation; and

4. I, for myself, my spouse, My Child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to My Child's involvement or participation in these programs, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law; and

5. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in My Child's readiness for participation in the program I will bring such information to the attention of the nearest JazzyKat staff immediately; and

6. I grant JazzyKat, and its trustees, advisors, staff, volunteers, agents, successors, licensees, and assigns, the irrevocable right and license to use video, to use photographs, to edit or crop photographs, and to use or authorize the use of such photographs or videos or any portion of them in any manner or media at any time in perpetuity, and to use My Child's name, likeness, biographical or other information concerning him/her in connection therewith, including promotion in all media. I agree to hold JazzyKat harmless against any liability, loss, or damage resulting from the use of My Child's photographs, and I hereby release and discharge JazzyKat and its trustees, advisors, staff, volunteers, sponsor's agents, successors, licensees, and assigns from any and all claims in connection with such use of photographs; and

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Parent/Guardian Signature)

(Date)

(Printed Name)

CERTIFICATION OF CHILD'S FITNESS AND MEDICAL AUTHORIZATION

I hereby further declare My Child to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my child's participation or use of equipment or machinery. I hereby acknowledge that I have been informed of the need for physician's approval for My Child's participation in an exercise/fitness activity or the use of exercise equipment or machinery. I acknowledge that My Child has had either a physical examination and as his or her parent/guardian I have been given My Child's physician's permission for My Child to participate.

(Parent/Guardian Signature)

(Date)

(Printed Name)

