

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily elected to participate in *The Little Mermaid: 35th Anniversary Swim-In Screening with D23 & Street Food Cinema* (the “Activity”) at the Hansen Dam Aquatic Center, 11798 Foothill Blvd., Lake View Terrace, CA 91342 on June 8, 2024 (the “Event”):

I acknowledge and fully understand that I may be engaging in activities that may cause risk of injury, serious injury, or even death, which may or may not result from my own actions, inactions or negligence, from the actions, inactions or negligence of others, or from the condition of the premises, and that there may be other risks not known to me or not reasonably foreseeable at this time. **I AM AWARE THAT THE ACTIVITY IS A HAZARDOUS ACTIVITY AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: _____

Parent or Guardian’s initials (if Participant is under 18): _____

As consideration for being permitted to participate in the Activity, I forever release Disney Worldwide Services, Inc., and its respective parents, affiliates, subsidiaries, successors, assigns, and all of their respective officers, directors, shareholders, employees, agents, and representatives, subcontractors and insurers, production companies (TIL Events/Street Food Cinema) all other sponsors and advertisers of the Event, and all owners or lessors of premises used in connection with the Event (collectively, the “Released Parties”) from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in the Activity, (ii) the negligence or other acts, whether directly connected to the Activity or not, and however caused, by any of the Released Parties, or (iii) the condition of the premises where the Activity occurs, whether or not I am then participating in the Activity. In other words, **I AGREE TO HOLD THE RELEASED PARTIES COMPLETELY HARMLESS AND NOT LIABLE AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY WHATSOEVER.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of the Released Parties in connection with any of the matters covered by the foregoing release.

I further certify and agree that: (1) I will review and obey all rules of the Activity, (2) I will heed the instruction and warnings of the Activity’s supervisors, and (3) I acknowledge that Activity’s supervisors reserve the right to terminate my participation in the Activity if set time limit is exceeded, or at any time, if any rules are not followed or my behavior is deemed unsafe or disruptive for any reason.

I have read this Release and Waiver of Liability Agreement, fully understand, and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Release and Waiver of Liability Agreement freely and voluntarily, without any inducement or coercion.

AGREED TO AND ACCEPTED:

_____ (Signature) Date: _____, 20__

Name: _____ (Please print)

Email Address: _____ Phone Number: _____

IF THE PERSON SIGNING ABOVE IS UNDER THE AGE OF 18, THEN THE PARENT OF, OR LEGAL GUARDIAN FOR, SUCH PERSON MUST ALSO SIGN BELOW.

I hereby warrant that I am the parent of and/or the legal guardian for the person who signed above, that I have read and understood the foregoing, that I have caused said person to sign above, that I will indemnify the Released Parties against all claims, liability, and expense respecting the foregoing in the event of any breach, and that, knowing of the Released Parties’ reliance hereon, I agree to cause said person to adhere to all of the terms above.

_____ (Signature) Date: _____, 20__

Name: _____ (Please print)

Email Address: _____ Phone Number: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.