

All parents and guardians participating with their children during Saturday, March 28<sup>th</sup>, 2020, and/or Sunday, March 29<sup>th</sup>, 2020, MUST read and complete this form to gain admission to WordCamp Jacksonville. Refusal to sign this document will result in non-admittance and a full refund.

This form has assumed you have read the information contained on the webpage titled “Tickets” found on the website at, <https://2020.jacksonville.wordcamp.org/tickets/>, as well as this information and FAQs section of the webpage titled “Kids Camp Information” on the website: <https://2020.jacksonville.wordcamp.org/kidscamp/>.

**WORDCAMP JACKSONVILLE/WCJAX RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**READ CAREFULLY: THIS IS A RELEASE OF LIABILITY AND A WAIVER OF RIGHTS**

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN  
PURSUANT TO SECTION 744.301, FLORIDA STATUTES**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF WORDCAMP JACKSONVILLE/WCJAX AND KEISER UNIVERSITY (INCLUDING BUT NOT LIMITED TO THEIR OWNERS, PARENTS, SUBSIDIARIES, EMPLOYEES, INDEPENDENT CONTRACTORS, ORGANIZERS, VOLUNTEERS, AGENTS OR OTHER REPRESENTATIVES) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH

CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WORDCAMP JACKSONVILLE/WCJAX OR KEISER UNIVERSITY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND WORDCAMP JACKSONVILLE/WCJAX AND KEISER UNIVERSITY HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of the hereinafter identified Child under the age of 18 years (referred to as "Child") being permitted to participate in activities provided by WordCamp Jacksonville/WCJAX, its owners, parents, subsidiaries, affiliates, sponsors, insurers, owners, officers, employees, managers, shareholders, affiliated entities, agents, representatives, directors, associates, volunteers, and lessors of Keiser University and any other land and facilities ("facilities"), contractors, subcontractors, successors and assigns, (collectively, "WordCamp Jacksonville/WCJAX"), I acknowledge, appreciate and agree that:

#### **Release and Waiver of Liability**

This Release governs my Child's participation in WordCamp Jacksonville/WCJAX at Keiser University and such activities arising from my Child's participation in WordCamp Jacksonville/WCJAX at Keiser University including, but not limited to, giving or attending web development talks, attending a technology conference, coding, socializing, and dining (collectively, "Commercial Activities").

I, on behalf of my Child, understand that there are inherent risks involved in the Commercial Activities, including those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if WordCamp Jacksonville/WCJAX and Keiser University act with due care in a reasonably prudent manner ("Inherent Risks"). I understand that Inherent Risks include, but are not limited to: (i) The failure by WordCamp Jacksonville/WCJAX and Keiser University to warn me or my Child of an inherent risk; and (ii) The risk that the Child or another participant, other than WordCamp Jacksonville/WCJAX and Keiser University in the activity may act in a negligent or intentional manner and contribute to the injury or death of my Child.

In consideration of my Child being permitted to participate in the Activity, I, on behalf of my Child:

(a) **UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE** WordCamp Jacksonville/WCJAX and Keiser University, from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to any and all Inherent Risks, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract that I or my Child may or will have against WordCamp Jacksonville/WCJAX and Keiser University; and

(b) **AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** WordCamp Jacksonville/WCJAX and Keiser University from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, my Child's engagement arising from any and all Inherent Risks.

**I, individually, and on behalf of my Child, understand that this Waiver and Release shall be binding upon me, our family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.**

This Waiver and Release is intended to be only as broad and inclusive as permitted by Florida law and Section 744.301, Florida Statutes. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by Florida law and Section 744.301, Florida Statutes.

#### **Parental Representations and Warranties**

I certify that I am at least 18 years of age and I have the authority to contract on my own behalf.

I certify that I am the legal parent or court-appointed legal guardian of the Child.

I represent and warrant that my Child is healthy, at least six (6) years of age, and otherwise fully capable of engaging in the Commercial Activities with no medical condition, impairment, disease, allergies, infirmity, or other illness that would be triggered, aggravated, or otherwise impacted by participating in the Commercial Activities or that would make such participation unsafe or otherwise inappropriate for my Child or other participants of the Commercial Activities.

I recognize my responsibility to ensure that my Child participates only in those activities for which he/she has the required skills, qualifications, training and physical conditioning. I understand that WordCamp Jacksonville/WCJAX and Keiser University shall have no responsibility to pay for medical treatment and related costs if my Child is injured.

I understand that my Child's participation in the Commercial Activities and corresponding use of the facilities, equipment, and products are voluntary. If I observe any unusual hazard or condition, which I believe jeopardizes my Child's personal safety or that of others, I will remove my Child from participation in the Commercial Activities and/or use of the equipment, facilities, or products and immediately notify WordCamp Jacksonville/WCJAX and Keiser University.

I understand and agree that:

(a) **If my Child is 13 years old or under**, one of the Child's parent(s) or legal guardian(s), as applicable, shall be in continuous supervision, charge, and responsibility of my Child while at Jacksonville/WCJAX and Keiser University or while otherwise engaged in the Commercial Activities, keeping my Child safe and secure, and making all decisions concerning my Child's participation in the Commercial Activities and my Child's general welfare; or

(b) **If my Child is over the age of 13**, I as the Child's parent or legal guardian am in charge of the Child's supervision, safety, and participation even though the Child may not be in my immediate view at any given time.

I understand that WordCamp Jacksonville/WCJAX and Keiser University have not agreed to provide daycare or any resources for child care or supervision, and that WordCamp Jacksonville/WCJAX and Keiser University will not be responsible for supervision or care of children, including my Child.

I understand that this Waiver and Release shall be governed by the substantive provisions of Florida law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to interpret or enforce the terms of this Waiver and Release shall be brought in state or federal court in San Francisco County, California.

### **Damage to Facilities or Equipment**

If I or my Child cause any damage to WordCamp Jacksonville/WCJAX and Keiser University's facilities or equipment, I shall pay any costs associated with repairing the damage and restoring the facilities and equipment to their prior condition.

### **Publicity Rights & Release**

As material consideration for my Child being allowed to participate, I, for and myself, the Child, the Child's other parent (or the Child's other legal guardian, as applicable) expressly and freely agree that WordCamp Jacksonville/WCJAX and Keiser University are hereby granted the irrevocable right and permission to photograph, video, or otherwise record my Child in

connection with the Commercial Activities, and to use the photograph, video or recording (“Recording”) for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any payment or compensation to myself, my Child, or any legal guardian of my Child. I, for myself, the Child, the Child’s other parent (or the child’s other legal guardian, as applicable) waive any right to inspect and approve the use of the Recording, and acknowledge and agree that the rights granted by this release are without compensation of any kind. I acknowledge and agree that neither I nor the Child, the Child’s other parent (or the child’s other legal guardian, as applicable) have any right, title, or interest in the Recording and agree that such Recordings and the copyright therein are the exclusive property of WordCamp Jacksonville/WCJAX and Keiser University. I, for myself, the Child, the Child’s other parent (or the child’s other legal guardian, as applicable) agree to release and discharge WordCamp Jacksonville/WCJAX and Keiser University from any claims, actions, damages, demands, costs, expenses (including attorneys’ fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution, or use of such photographs and recordings.

**Please Read and Check Off**

I understand that I NEED TO BRING A LAPTOP OR TABLET to participate in the activities on March 28<sup>th</sup>/ March 29<sup>th</sup> and that WordCamp Jacksonville/WCJAX cannot provide me/my Child with one, and that the laptop or tablet needs to be fully charged and Wi-Fi-capable. I agree to bring a charger for the device(s) to enable my Child’s participation.

I acknowledge that WordCamp Jacksonville/WCJAX and Keiser University’s facilities are not responsible for lost or stolen personal items that are brought to class. All personal items must be monitored by myself, or my Child and we are solely responsible for theft or damage done to our personal property.

I agree that if the food choices above do not reflect my Child's requirements, I will bring a bagged lunch.

**Please state any and all allergies or medical conditions we need to know about.** Although you will be with your Child, we want to make sure we are aware of such things.

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**Child's first/last name:**

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**Child's age:**

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**Name of the adult that will be present with the child:**

This could be you OR whoever is bringing/staying with the Child.

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**My contact information:**

\_\_\_\_\_

\_\_\_\_\_

**Additional emergency contact information:**

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**I HAVE READ THIS RELEASE, FULLY UNDERSTAND ALL OF ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY THESE TERMS.**

Signed by Parent(s) or Legal Guardian(s) (Sign This Form By Entering Your Name(s)):

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