

Waiver & Release of Liability

IN CONSIDERATION OF the risk of injury that exists while participating in the SMOOTHIE KING CROWN CUP at Argyle Forst Park on April 6 and 7, 2025 (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same:

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor", "I", or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 yrs of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge MALIVAI WASHINGTON KIDS FOUNDATION, SMOOTHIE KING JAX, CITY OF JACKSONVILLE and their affiliates, managers, members, agents, attorneys, staff, board members, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releases") from any physical or psychological injury that I may suffer as the result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL AND PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISEASE, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION. NONE THE LESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf including attorney's fees and related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize the MaliVai Washington Kids Foundation to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel, I further agree to assume all costs and to be financially responsible for any costs incurred as the result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this activity could be a test of my physical or mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Smoothie King Crown Court staff and the MaliVai Washington Kids Foundation's official or agent, regarding my ability to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER & RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE MaliVai Washington Kids Foundation; City of Jacksonville; Smoothie King AND ALL OF THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I MAY HAVE OTHERWISE TO BRING A LEGAL ACTION AGAINST the MaliVai Washington Kids Foundation; City of Jacksonville; or Smoothie King FOR PERSONAL INJURY OR PROPERTY DAMAGE.

_____ **Initial**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of the MaliVai Washington Kids Foundation, City of Jacksonville, Smoothie King or their agents or employees.

I agree that this release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements,

In the event that any damage to equipment or facilities occur as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for ay and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER & RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

Signature

Print Name: _____

Date: _____

Witness: _____