



## Voluntary Release, Waiver of Liability and Assumption of Risk Agreement

This agreement waives all claims or liability against Remember Me NFP, INC as a result of your child's or children's participation in any event held by Remember Me NFP, INC. Please read carefully.

I am aware that the activities contemplated at an event or program are hazardous activities and that I or my children could be seriously injured or even killed. I am voluntarily participating in these activities with knowledge of the danger involved and agree to assume any and all risk of bodily injury, death, or property damage, whether those risk are known or unknown.

In consideration-for being permitted to attend Remember Me NFP, INC event I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, and personal representatives, hereby forever release, waive discharge, and covenant not to sue Remember Me NFP, INC, together with all of it's board members, officers, agents, servants, independent contractors, affiliates, employees, successors, general members, and or guest. I further agree to indemnify, defend and hold harmless from, and waive any and all causes of action, claims, demands, damage, cost, expenses and compensation for damage or loss to me and/or property that may be caused by an act, or failure to act of Remember Me, including but not limited to negligence, or that may otherwise arise in any in connection with Remember Me NFP, INC. I understand that this release discharges Remember Me from any liability or claim against RM with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to RM , including without limitation whether it was caused by the negligence of Remember Me that results in injuries or death, and or specifically related to COVID-19 and other illnesses that result in sickness or death.

I acknowledge the contagious nature of the Coronavirus/Covid 19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that RM cannot guarantee that the I or my child(ren) will not become infected with Covid 19. I understand that the risk of becoming exposed to and/or infected by Covid -19 may result rom the actions, omissions, or negligence of the myself and others, including, but not limited to Remember Me. I understand if I or my child(ren) voluntarily attend an event with RM, I/they, am/are increasing my/their risk of exposure to the Coronavirus/Covid -19.

I further agree that this assumption of risk, release, waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions(s) shall be deemed modified to the limit extent required to permit enforcement of the Waiver Of Liability as a whole.

I agree I am sufficiently informed about the risk involved to decide whether to attend this event; that I am at least 18 years of age and fully competent; and by proceeding past this

document has been given full, adequate, and complete consideration and is fully intending to be bound by the same.

I agree that any lawsuit or litigation that I pursue against Remember Me NFP, arising out of any activity I participate in with RM, shall be brought in the 19<sup>th</sup> Judicial Circuit in Pinellas County. Moreover, I agree that if RM is the prevailing party to any litigation brought by me against RM, I shall pay all attorney's fee and cost of RM for such litigation defense.

**I am executing this Voluntary release, waiver of Liability and Assumption of Risk Agreement electronically by use of electronic signature. I further understand and acknowledge that in accordance with Florida Statute 668.004, that my electronic signature to sign this document shall have the same force and effect as a written signature.**

**I consent for no value received and without further consideration or compensation to the use (full or in part) of all videotapes, pictures taken of me and any member of my family and /or recordings made of my voice and /or written extraction, in whole or in part, of such recordings or musical performances for the purposes of illustration, broadcast, or distribution in any manner.**

**Participant (if over 18)**

**Parent or Guardian (if under 18)**

\_\_\_\_\_  
*Signature*                      *Age*

\_\_\_\_\_  
*Signature*                      *Date*