



RELEASE AND WAIVER OF LIABILITY AGREEMENT OPEN GYM

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Release”) is made and provided by the person signing below on behalf of themselves or their minor child (either being the respective “Participant”), who is being permitted to enter the property owned by BURNS SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC. (“Owner”) located at 160 Ridge Rd. Oak Hill, Florida 32759 (“Property”) to participate in Open-Gym Athletic Activities (“Event”) on the Property. Participant acknowledges and agrees that entering into this Release is required as a condition to entering and/or using the Property and participating in the Event. This Release shall be effective on the date of its execution and delivery by Participant.

In consideration of Owner permitting Participant to enter onto the Property and participate in the Event, the undersigned, on behalf of Participant, Participant’s personal representative, heirs, and next of kin, does hereby stipulate and agree:

- 1. Acknowledgment and Assumption of Risk.** Participant understands and acknowledges that the Event activities that will take place on the Property involve inherent risks and that Participant may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others partakers in the Event, the condition of the Property, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 2 of this Release). Participant also acknowledges that any injuries Participant may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. **PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ENTRY ONTO THE PROPERTY AND PARTICIPATION IN EVENT ACTIVITIES ON THE PROPERTY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.**
- 2. Release from Liability.** Participant hereby agrees, on behalf of Participant, and Participant’s heirs and personal representatives, to fully and forever discharge and release Owner, their affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant's entry upon the Property and participation in the Event, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Participant while on the Property or in any way related to the Event activities.
- 3. Covenant Not to Sue.** Participant agrees, for Participant, and all of Participant’s heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or heirs or legal representatives may have because of any personal injury, death or property damage the Participant may sustain while on the Property or participating in the Event.
- 4. Indemnification.** Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards,

interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Participant's involvement in any of the Event activities or Participant's use of the Property, whether caused by the negligence of Released Parties or otherwise.

5. **No Duty to Supervise.** Participant acknowledges and agrees that Participant is aware that the Released Parties have no duty to supervise the activities of any participant or spectator at the Event, or any other person within the Property. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.
6. **Governing Law and Venue.** This Release agreement will be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in Florida, Volusia County.
7. **Waiver.** No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
8. **Survival.** Any provision of this Release providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
9. **Severability.** If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
10. **Entire Agreement; Modification; Binding Effect.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

_____ (initial) I AM AT LEAST EIGHTEEN YEARS OF AGE AND HAVE CAREFULLY READ AND FREELY SIGNED THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT.

_____ (initial) I HEREBY CERTIFY THAT I AM THE ADULT PARENT OR GUARDIAN OF _____, A MINOR CHILD UNDER THE AGE OF EIGHTEEN YEARS, AND I CONSENT TO HIS OR HER PARTICIPATION IN THE EVENT.

Signed: _____

Print Name: _____