

# RELEASE AND INDEMNITY AGREEMENT

(Adult)

## READ CAREFULLY BEFORE SIGNING

In exchange for permitting my participation in visiting the *Walt Disney World*® Resort (including, without limitation, attending, participating in or otherwise using the theme parks, resort hotels, restaurants, attractions, experiences, offerings, services and amenities at the *Walt Disney World*® Resort) (collectively, the "Activities"), I agree and acknowledge as follows:

**Novel Coronavirus/COVID-19 Warning:** An inherent risk of exposure to novel coronavirus/COVID-19 exists in any public place where people are present. Novel coronavirus/COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By visiting *Walt Disney World*® Resort, I agree to assume all risks related to exposure to novel coronavirus/COVID-19.

**Health Acknowledgement:** I acknowledge that I have reviewed all advisories or restrictions that may be in place for travel to the State of Florida and that I and all other members of my party (if applicable):

- are not experiencing any of the symptoms of novel coronavirus/COVID-19 identified by the Centers for Disease Control and Prevention at CDC.gov, including: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea;
- have not been in contact with someone with confirmed or suspected novel coronavirus/COVID-19 symptoms without completing a 14-day quarantine; and
- are not under any self-quarantine orders.

**Assumption of Risk:** I agree to voluntarily assume any and all risks, including injury to my person and property, which may be a related to my participation in the Activities, which risks may include, among other things, exposure to communicable diseases or conditions (including, without limitation, novel coronavirus/COVID-19), contact with water and exposure to *Naegleria fowleri* and coliform bacteria and other water-born substances, viruses, illnesses, life forms, encounters with wildlife (including, without limitation, alligators and snakes), changing water and weather conditions, lightning, variances and extremes of wind, wetness, muscle injuries, heat and stress related issues, cuts, lacerations, animal and insect bites and/or stings, broken bones, organ failure, brain damage, paralysis, drowning and death, as well as property damage and loss by theft or otherwise. I acknowledge that my participation is entirely voluntary.

**Release:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I hereby agree to forever waive, covenant not to sue, release and discharge the Released Parties, named below, from any and all liabilities, claims, causes of action, damages, costs or expenses of every kind arising out of or in any way connected to my participation in the Activities, including without limitation, all claims and causes of action based on the negligence of any of the Released Parties ("Claims").

**Indemnity/Insurance:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I hereby agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims, including but not limited to claims based on negligence, made or incurred by anyone, including myself, arising out of or in any way connected to the representations I have made in this Agreement or my participation in the Activities, wherever such activities may occur and whether suffered before, during or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my participation in the Activities, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the Activities, at my own expense.

**Scope:** I expressly agree that the Release and Indemnity provided for in this Agreement shall cover all physical and emotional injuries and/or damages, including without limitation all bodily injury (including death) and property damage, whether suffered by me or anyone else before, during or after participation. Additionally, I expressly agree that the scope of the Release and Indemnity shall also include any Claims related, in whole or in part, to my own actions, the actions of third parties or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable.

**Released Parties:** The Released Parties are: Walt Disney Parks And Resorts U.S., Inc.; Disney Destinations, LLC; Disney Vacation Development, Inc.; Disney Vacation Club Management, LLC and any condominium associations managed by Disney Vacation Club Management, LLC; and their respective parent, subsidiary and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers and volunteers of each of the foregoing entities.

**Authorization for Medical Treatment:** I hereby authorize medical treatment for myself, at my sole cost, if the need arises, however I acknowledge that the Released Parties shall have no duty, obligation or liability of any kind arising out of the provision of, or failure to provide or administer medical care or treatment.

**Right of Publicity:** I grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming, motion pictures, films, newspapers, magazines, and social media) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, or for any other commercial purposes, including, without limitation, publication of the Activities, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

**Governing Law, Venue:** This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). **I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

**Severability/Partial Invalidity:** If any provision or part thereof of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Agreement without affecting the binding force or effect of any other part or provision.

By signing below, I certify that I have fully read this Agreement and that I am 18 years of age or older.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date