



**GENERAL RELEASE, INDEMNIFICATION, WAIVER, ASSUMPTION OF RISK,
DISCHARGE, AND COVENANT NOT TO SUE**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:
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 PALM BEACH ATLANTIC
UNIVERSITY ("PBA") USES 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 PBA 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 PBA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD
PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I, _____, am the parent or guardian of _____, my minor child ("Participant"), with full authority, herein give this legally binding General Release, Indemnification, Waiver, Assumption of Risk, and Covenant Not to Sue ("Release") to Palm Beach Atlantic University, Inc. ("PBA"), individually and on behalf of Participant.

I give permission for Participant to participate in the below-referenced event / activity. I fully recognize that there are dangers and risks, as set forth below, to which Participant may be exposed by participating in the following event / activity on the identified dates ("Activity").

Event / Activity: PBA Children's Theatre Finding Nemo KIDS

Date(s): June 1, 2024 & June 10-22, 2024

I and Participant are aware that the Activity that can involve severe cardiovascular stress and violent physical contact. I and Participant understand that participation in the Activity can involve certain risks, including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to all bones, joints, muscles, internal organs or other parts or portions of the body, and that equipment provided for Participant's



protection may be inadequate to prevent serious injury. In addition, I understand that equipment provided for Participant's protection may be inadequate to prevent serious injury or death. In addition, I and Participant understand that participation in the Activity involves activities incidental thereto, including, but not limited to, travel to and from the site of the Activity, participation at sites that may be remote from available medical assistance, and the possible negligent, grossly negligent, or intentional misconduct of other participants or other third parties.

I understand that Participant's participation in the Activity is voluntary, and I want Participant to participate despite the possible dangers and risks and herein grant this Release as a condition to Participant's participation.

I, individually and on behalf of Participant, on behalf of my and Participant's heirs, executors, administrators, and assigns, therefore agree to assume and take on all Participant's risks and responsibilities in any way associated with the Activity. In consideration of Participant being permitted to participate in the Activity, I, individually and on behalf of Participant, on behalf of my and Participant's heirs, executors, administrators, and assigns, release, waive, forever discharge, and covenant not to sue PBA, its Board of Trustees, officers, agents, faculty, staff, employees, and any students acting as employees ("Releasees"), from and against any and all liability or claims (of any nature) for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which I or Participant may have or which may hereafter accrue to me or Participant, arising out of or related to any loss, damage, or injury, including but not limited to injury, suffering, and death, that may be sustained by Participant or by any property belonging to, or the responsibility of, Participant, whether caused by the negligence, carelessness, mistake, or failure to supervise of the Releasees, or otherwise, while Participant is participating in the Activity or while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the athletic summer camp, occurs or is being conducted.

I further, individually and on behalf of Participant, on behalf of my and Participant's heirs, executors, administrators, and assigns, agree to indemnify and hold harmless Releasees from and against any and all liability or claims (of any nature) for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which I, any other parent or guardian of Participant, or Participant may have or which may hereafter accrue to me, any other parent or guardian of Participant, or Participant, arising out of or related to any loss, damage, or injury, including but not limited to injury, suffering and death, that may be sustained by Participant or by any property belonging to, or the responsibility of, Participant, whether caused by the negligence, carelessness, mistake or failure to supervise of the Releasees, or otherwise, while Participant is participating in or while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

I further, individually and on behalf of Participant, on behalf of my and Participant's heirs, executors, administrators, and assigns, agree to indemnify and hold harmless Releasees from and against any and all liability or claims (of any nature) for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that may result from Participant's negligent, careless, mistaken, grossly negligent or intentional act or omission while Participant is participating in the Activity or while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to Activity, occurs or is being conducted.

I RECOGNIZE THAT THIS RELEASE MEANS I AND PARTICIPANT ARE GIVING UP, AMONG OTHER THINGS, RIGHTS TO SUE THE RELEASEES FOR INJURIES, DAMAGES, OR LOSSES I OR PARTICIPANT MAY INCUR, IT OBLIGATES ME AND PARTICIPANT TO INDEMNIFY THE RELEASEES FOR ANY LIABILITY OR INJURY OR DEATH OF PARTICIPANT AND DAMAGE TO PROPERTY CAUSED BY THE RELEASEES, AND IT OBLIGATES ME AND PARTICIPANT TO INDEMNIFY THE RELEASEES FOR ANY LIABILITY OR INJURY OR DEATH OF ANY PERSONS AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT. I ALSO UNDERSTAND THAT THIS RELEASE BINDS MY AND PARTICIPANT'S HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AS WELL AS ME AND PARTICIPANT.

If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

This Release shall be governed by the laws of the State of Florida, regardless of any law pertaining to the choice of law. All disputes arising under this Release shall be submitted to mandatory and binding arbitration in West Palm Beach, Florida, and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. While mandatory arbitration is the agreed forum for resolving all disputes related to this Release, in the event of an attempt by one of the parties to file any suit,



civil action, or legal proceeding in state or federal court concerning, in any manner, the subject matter of this Release, the parties agree that any such suit, civil action or legal proceeding shall be brought in the courts of record of the State of Florida in Palm Beach County, or the United States District Court, Southern District of Florida, West Palm Beach Division. The foregoing venue selection clause does not constitute, and shall not be asserted as, a waiver of mandatory arbitration. In the event that any party to this Release shall commence any arbitration, suit, civil action or legal proceeding to interpret or enforce this Release, the prevailing party in such action shall be entitled to recover that party's costs and expenses incurred in connection with the arbitration, suit, civil action or legal proceeding, including attorney fees and costs of an appeal, if any. This Release represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

THIS IS A RELEASE OF YOUR AND THE PARTICIPANT'S RIGHTS. YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

Parent or Guardian's Name (Printed)

Date

Parent or Guardian's Signature

Parent or Guardian's Name (Printed)

Date

Parent or Guardian's Signature