

# HOVERCRAFT LIABILITY WAIVER

## (Please return this page to your child's teacher)

This RELEASE AND WAIVER OF LIABILITY (this “**Release**”) is executed as of [DATE] \_\_\_\_\_ by [PARENT NAME] \_\_\_\_\_ (“**I**” or “**me**”) on behalf and in reference to my child [NAME OF CHILD] \_\_\_\_\_ (my “**Child**”) in favor of The Hovercraft Project Inc., a corporation organized and existing under the laws of the State of Florida, and its officers, employees, volunteers, and agents (collectively, the “**The Hovercraft Project**”).

I am the parent or legal guardian of the Child named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I desire and consent to have myself or my Child VOLUNTARILY attend The Hovercraft Project (the “**Activity**” or “**Activities**”). I understand that this project is not a required activity of my Child's class. I understand that an alternative activity will be provided if my Child does not engage in this activity. If I withhold permission for my Child to participate, I understand I am responsible to notify my Child's teacher. I understand my Child may not participate unless this signed waiver is delivered to my Child's teacher.

In exchange for me and/or my Child being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

**1. Assumption of Risk.** I am aware and understand that the Activities may be inherently dangerous and may expose me and/or my Child to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating and/or allowing my Child to participate in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I or my Child may incur as a result of my or my Child's participation in the Activities.

**2. Medical Treatment.** I hereby give consent and authority to The Hovercraft Project to obtain medical treatment on my or my Child's behalf if I or my Child is injured or require medical attention during participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless The Hovercraft Project from any claim whatsoever in connection with such treatment or other medical services provided to myself or my Child.

**3. Release and Waiver.** I hereby fully and forever release and discharge The Hovercraft Project from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation or my Child's participation in the Activities. I agree not to make or bring any such claim or demand against The Hovercraft Project, and fully and forever release and discharge The Hovercraft Project from liability under such claims or demands for any loss or damage, including loss due to pathogens, contagions, or contagious that can be transferred from one person to another, and any claim or demands therefore on the account of injury to the person or property of, or resulting in any injury of my Child, while I or my Child participates in The Hovercraft Project, as directed by The Hovercraft Project.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I OR MY CHILD MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, LOSS OF LIFE, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

**4. Insurance.** I UNDERSTAND THAT THE ORGANIZATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY OR MY CHILD'S INJURY, ILLNESS, OR LOSS OF LIFE, OR DAMAGE TO OR LOSS OF MY OR MY CHILD'S PROPERTY.

**5. Indemnification.** I hereby agree to indemnify, defend, and hold harmless The Hovercraft Project from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my or my Child's participation in the Activities, arising out of any third-party claim. I further waive the right to trial.

**6. Photographic Release.** I understand and agree that during the Activities, my Child or myself may be photographed and/or videotaped by The Hovercraft Project for internal and/or promotional use, fundraising, advertising, publicity, or any other purpose on behalf of The Hovercraft Project. I hereby grant and convey to The Hovercraft Project all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings in any medium, and consent to The Hovercraft Project's use of my or my Child's name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission. I further grant permission to The Hovercraft Project to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I further waive any claim for compensation and hereby fully and forever discharge and release the Hovercraft Project from any claim for damages of any kind arising out of the use or publication of photographs of my Child or I by The Hovercraft Project and agree not initiate legal proceedings against it for such use or publication on my or my Child's behalf.

**7. Miscellaneous.** I hereby agree that this Release represents the full understanding between The Hovercraft Project and me and my Child and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of The Hovercraft Project and me and my Child and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

I understand and agree that each provision in this Release is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further understand and agree that all grants of permission and consent, all covenants, and all understandings contained herein are irrevocable.

**8. Governing Law.** I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to any choice of law doctrine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR BOTH MYSELF AND MY CHILD, INCLUDING THE RIGHT TO SUE THE HOVERCRAFT PROJECT.

I, THE UNDERSIGNED PARENT OR GUARDIAN OF [NAME OF CHILD], HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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Print Name of Parent or Guardian

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(Date)

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(Signature of Parent or Guardian)

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Email (optional)

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Emergency Contact Number

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School Name



**"LEARN TO LOVE TO LEARN"**

Matthew Chase, President | The Hovercraft Project, Inc.

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