

## WAIVER & RELEASE OF LIABILITY

That in consideration of **WIGGLE YOUR TOES ("WYT")** allowing my participation in the \_\_\_\_\_ event ("**WYT Event**") under the terms set forth herein, I agree to hold harmless, forever release and discharge **WYT** its agents, employees, personnel, sponsors, officers, directors, representatives, assigns, members, affiliated organizations, insurers, and others acting on its behalf of and from all claims, demands, causes of action and legal liability, arising out of an injury to me or my child, or arising from my or my child's participation in this **WYT Event**, whether the same be known or unknown, anticipated or unanticipated; and I do further agree that, except in the event of **WYT's** gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **WYT** as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor children and/or legal wards, if any, in relation to the premises and/or operations of this **WYT Event**.

That if I engage in any physical activity, I agree to do so at my own risk and assume the risk of any and all injury and/or damage while engaging in any physical activity. I agree that I am VOLUNTARILY participating in these activities and assume all risk of injury, harm, damage, or loss to me and my property that might result, including, without limitation, any loss or theft of any personal property. In the event of illness or injury to me or my child, I authorize any official representative of **WYT's** to administer and/or secure medical treatment as deemed necessary by said representative.

This Agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable.

**NAME OF PARTICIPANT:**

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**NAME OF PARENT/GUARDIAN:**

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**PHONE (CELL/HOME):**

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**EMAIL:** \_\_\_\_\_

**WAIVER AND RELEASE OF LIABILITY AGREEMENT**

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK. I am aware and agree that by signing this waiver and release, I am giving up my right to bring legal action or assert a claim against **WYT** for its negligence. I have read and voluntarily signed the waiver and release and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

**PHOTOGRAPHY RELEASE**

I grant full permission to **WYT** to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my (or my minor child's) participation in this event, in any medium now known or developed in the future, alone or in conjunction with other material, without restriction as to changes or alterations, for editorial, educational, promotional, advertising, and commercial purposes.

**X** \_\_\_\_\_

**Signature of Participant/Guardian Date**