

PÉREZ ART MUSEUM MIAMI

PeaceJam Southeast, Third Annual PeaceJam Miami Slam – Nov. 11, 2017
at Pérez Art Museum Miami, 1103 Biscayne Boulevard, Miami, FL 33132

**PARTICIPANT WAIVER & RELEASE; PHOTO/PUBLICITY WAIVER & RELEASE;
EMERGENCY CONTACT INFORMATION**
(for participants under 18 years of age)

I _____ (print full name), the parent or guardian of: _____ (print full name) ("Participant") (date of birth of Participant): _____ as a condition to the Participant's participation in the November 11, 2017 Third Annual PeaceJam Miami Slam hosted by Nobel Peace Prize Winner, Rigoberta Menchu of Guatemala (the "Conference"), which is being held at the Jorge M. Pérez Art Museum of Miami-Dade County, Inc./Pérez Art Museum Miami ("PAMM"), 1103 Biscayne Boulevard, Miami, FL 33132, am executing and delivering this **waiver and release** to PAMM.

I understand that the Conference is a one-day leadership conference organized by AmeriCorps VISTA and the Institute for Civic Engagement and Democracy (iCED) Department at Miami Dade College InterAmerican Campus, and is facilitated by college mentors for high school students ages 13+. It is described by the organizers as an action-packed, fun-filled, interactive conference which allows youth to connect with other leaders. This year's theme is "Arts for Social Change!" and is directed to those interested in leadership development, understanding global issues, and creating change in their school or community. The conference hours are 8:30 a.m. – 4:30 p.m.

I understand that if the Participant fails to follow PAMM's rules and regulations or comply with instructions given the Participant by PAMM personnel or the Conference's organizers, the Participant may be removed from the Conference.

By signing this waiver and release, I consent to the use by PAMM of the name and age of the above Participant ("identifying information") in connection with the Conference, in connection with possible advertising, publicity, commercial or other business purposes, including, but not limited to, electronic display and distribution through the Internet and social media websites, and through other means. I waive the right to payment or other consideration, and the right to inspect or approve of the finished product wherein the identifying information appears.

As a condition to and in consideration for the Participant being permitted to participate in the Conference, I and the Participant hereby exempt and hold harmless PAMM, its past, present, and future agents, including actual, implied, and apparent, and other servants, employees, representatives, insurers, attorneys, corporate parents, assigns, predecessors, successors, subsidiaries, affiliates, corporate divisions, general contractors, independent contractors, subcontractors, officers, shareholders, and directors and all other persons, natural or corporate, in privity with PAMM and all other related entities that have or could have an ownership interest in the alleged liabilities of PAMM in connection with the Conference (the "Released Parties").

The Released Parties shall be released from any and all liabilities, claims, damages, costs, attorneys' fees and, arising out of the Participant's participation in the Conference or any other acts or omission on their part with respect to inherent risks, and agree to waive all claims against PAMM and the Released Parties for damages, injuries and death which ever may be sustained by the Participant whether foreseen or unforeseen that may occur as a result of the inherent risks of his/her participation in the Conference.

I hereby agree to protect, defend, hold harmless, and indemnify the Released Parties from any and all claims, damages, or liabilities that may be asserted by anyone claiming by, through, under, or on behalf of the Participant against the Released Parties. This obligation to protect, defend, hold harmless, and indemnify is intended to cover all forms and types of damages whatsoever that may be sought against the Released Parties arising out of the Participant's participation in the Conference. Without limiting the foregoing, this indemnity and hold harmless provision is specifically intended to include all losses, costs, liability, and expenses relating to such claims, demands, actions, or causes of action, and the costs of future litigation, including without limitation, reasonable attorney fees. This obligation to protect, defend, hold harmless, and indemnify includes, without limitation, the obligation to provide the Released Parties with a good and adequate defense including payment of all defense costs and attorney fees to defend the Released Parties against any claim or cause of action covered by this hold harmless and indemnification paragraph.

The following notice is required to be given to you by Florida Statute §744.301:

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 THE RELEASED PARTIES USE 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 THE RELEASED PARTIES 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

THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Photo/Publicity Waiver and Release

The undersigned hereby releases all rights of publicity, rights of privacy, and copyrights granted to the Participant by statute or common law doctrine, if any, and more specifically authorize PAMM to take, use, re-use, reproduce, publish, and re-publish the Participant's identity, name, likeness, voice, photograph, and any other characteristic of the Participant (the "Likeness") in whole or in part in advertising, promotions, and marketing related to the Participant's activities with the PeaceJam Miami Slam 2017, or PAMM. The undersigned agrees that PAMM is not obligated to use the Likeness in any advertising, promotions, or marketing. This grant applies to all media now known or which may be developed in the future, including, without limitation, television, radio, print publications, merchandising, and the Internet. In exchange for valuable consideration, including participating in the Conference to which this applies, the undersigned releases and discharges PAMM from any and all claims of any kind arising out of or relating to use of the Likeness. I and the Participant understand that this release is binding upon me and the Participant, and our heirs, legal representatives, and assigns. All materials (including without limitation, photographs, resumes, or other submissions) containing the Likeness taken by or given to PAMM shall be the property of PAMM.

I agree that if any portion of this Waiver and Release document is found unenforceable by a court of competent jurisdiction that portion shall be severed from this document and such determination shall not affect any other portion or provision. If any portion or provision is capable of two constructions, one of which would render it void and the other valid, the portion or provision shall have the meaning which renders it valid. This Waiver and Release shall be governed by Florida law. Any claims related to this Waiver and Release or the Participant's participation in the Conference may only be brought and adjudicated exclusively in the state or federal courts in Miami-Dade County, Florida, and any claim of lack of venue or jurisdiction or *forum non conveniens* is waived.

Signature of Parent or Legal Guardian: _____ **Date:** _____

In case of emergency, contact: _____

Relationship to Participant: _____

Address of emergency contact: _____

Home phone: _____ ; **cell:** _____