

Line Drive Performance of Miami, LLC. D.B.A All-Star Party World
RELEASE & WAIVER OF LIABILITY, ASSUMPTION OR RISK, & INDEMNITY AGREEMENT
(“AGREEMENT”)

In consideration of permission to participate in events and the various activities typically carried out at these events held on the premises of All-Star Party World (“Activities”), I, the parent or guardian of the Participant(s) listed below, represent that I understand the nature of these Activities & that we are qualified, in good health, and in proper physical condition to participate in such Activities. I acknowledge that if I believe that conditions are unsafe, I/we will immediately discontinue participating in the Activities.

I fully understand that these Activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the Activities, the conditions in which the Activities take place, or the negligence of the “Released Parties” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages that I incur, or that I may cause to others, as a result of my participation in these Activities.

I fully understand that an inherent risk of exposure to COVID-19 exists in any public place where people are present. All-Star Party World has enhanced health and safety measures for our Guests and Staff. By visiting All-Star Party World you voluntarily assume all risks related to exposure to COVID-19.

I hereby release, discharge, and covenant not to sue, All-Star Party World, it’s respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of the premises on which these Activities take place, (each considered one of the “Released Parties” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Released Parties or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as the result of such claim.

I consent to all emergency medical treatment as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the Activities.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with our use of the All-Star Party World facility, I/we consent to the recording of our physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means (“Recordings”). I/we hereby consent to and authorize All-Star Party World and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the participant’s name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing the All-Star Party World Facility. I further agree that the foregoing includes the consent to use the participant’s and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I further agree that this Agreement shall be construed in accordance with the laws of the State of Florida.

Signature of Parent or Guardian /	Printed name of Parent	/ Date
(Child #1) Participant’s Name	/ /	Date of Birth of Participant
(Child #2) Participant’s Name	/ /	Date of Birth of Participant
Email	Emergency Contact Phone (if parent or guardian is not in attendance)	