



## **FORM #3: ACCIDENT WAIVER AND LIABILITY RELEASE FORM**

I \_\_\_\_\_, hereby assume all risks by participating in any and all activities associated with the Miami Hispanic Cultural Arts Center or any organization conducting events at the center. This includes any risks that may arise from negligence or carelessness in part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of possible liability without fault.

I certify that I am physically able and have sufficiently prepared or trained for participation in any and all activities and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in any activities I choose to participate in.

I acknowledge that this Accident Waiver and Liability Release Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activities.

In consideration of my application and permitting me to participate in all activities I choose, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows:

(A) I waive, release, and discharge from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, the following entities or persons: Miami Hispanic Cultural Art Center, Cuban Classical Ballet of Miami, Miami Hispanic Ballet, and Creation Art Center and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers.

(B) I indemnify, hold harmless, and promise not to sue the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I acknowledge that they are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that any activities may test a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns for an unlimited amount of time.

The Accident Waiver and Liability Release Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant Full Name (Please Print):

---

Participant Signature:

---

Date (MM/DD/YYYY):

---

(If under the age of 18, Parent or Guardian must also sign)

Parent/Guardian Full Name (Please Print):

---

Parent/Guardian Signature:

---

Date (MM/DD/YYYY):

---