

PÉREZ ART MUSEUM MIAMI

**Teen Lock-In, Hosted by PAMM Teen Arts Council
October 30-31, 2015**

**PARTICIPANT WAIVER AND RELEASE/PHOTO 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 Teen Lock-In (the "Program"), hosted by the Teen Arts Council of the Jorge M. Pérez Art Museum of Miami Dade County, Inc. ("PAMM"), am executing and delivering this waiver and release to PAMM. I understand that the Program will include spending the night at PAMM, art-making, teen-led museum tours, photo booth, food, and a dance party with a live DJ.

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

As a condition to and in consideration for the Participant being permitted to participate in the Program, 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 Program (the "Released Parties").

The Released Parties shall be released from any and all liabilities, claims, damages, costs, attorneys' fees and expenses, arising out of the Participant's participation in the Program 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 Program.

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 the Participant's participation in the Program. 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.

I agree that if any portion of this Waiver and Release 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, regardless of conflict of law principles. The Participant irrevocably consents to the sole and exclusive jurisdiction of the federal and state courts located in Miami-Dade County, Florida, in connection with any action or proceeding arising out of or relating to this Waiver and Release or the Participant's participation in the Program, and irrevocably waives any objection to personal jurisdiction, improper venue or *forum non conveniens* in any such action or proceeding,

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 RELEASE: I also hereby consent, and authorize the Pérez Art Museum Miami, its successors, legal representatives and assigns (“PAMM”) to (a) take, use, and reproduce photographs and audio and/or video recordings made by PAMM of my child during this Program for which he/she is registered, including photographs, audio and/or video in which he/she is part of a group, and to (b) reproduce my child’s name, drawing, photograph, picture, portraits and/or voice, in all forms and media of every description. No claim of any kind will be made by me or the above-named child against PAMM because of or arising out of the taking and use of these images or audio. No representations have been made to me regarding this subject other than what is in this release. This release is given in exchange for valuable consideration, including the Program to which it applies. I understand that this release is binding upon the above-referenced child and me, and our respective heirs, legal representatives, and assigns.

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

In case of emergency, contact: _____

Relationship to Participant: _____

Address of emergency contact _____

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