



**Wyndham Palms Master Community Association, Inc. (Windsor Palms)**  
**Activity/Basketball Tournament Waiver Form**

**This activity/Basketball Waiver Form** (this “Waiver”) is for the Wyndham Palms Master Community Association, Inc. (hereinafter, “Windsor Palms” or “Activity Provider”), located at 2300 Wyndham Palms Way, Kissimmee, FL 34747, teen, family and adult basketball events/tournaments.

IN CONSIDERATION of being allowed to participate in a Basketball tournament and activities for that event and for other good and valuable consideration, the receipt of which is hereby acknowledged,

I, \_\_\_\_\_ and/or \_\_\_\_\_  
Printed Name parent of minor child

(the “Participant”), acknowledges, agrees, and understands with Windsor Palms (the “Activity Provider”) to the following:

**DETAILS OF THE ACTIVITY:**

1. The Participant will be participating in the following activity: Basketball game/Tournament/Event (hereinafter, “Activity”) provided by the Activity Provider. The Parties agree that if the Activity is postponed, this waiver covers any postponed date(s).

**CONSIDERATION:**

2. The Participant understands that the Participant will not be permitted to participate in the Activity unless the Participant signs this Waiver.

**CONCURRENT RELEASE:**

3. The Participant acknowledges that this Waiver is given with express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider and with the intention of binding the Participant’s spouse, partner, heirs, executors, administrators, legal representatives, and assignees.

**FITNESS TO PARTICIPATE:**

4. The Participant acknowledges to the Activity Provider that the Participant does not have any physical or mental limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

**FULL AND FINAL SETTLEMENT**

5. The Participant acknowledges and agrees with the Activity Provider that:
- (a) the Activity Provider has given the Participant sufficient time to carefully read this Waiver,
  - (b) the Participant has been given the opportunity and has been able to seek independent legal advice prior to signing this Waiver,
  - (c) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity,
  - (d) the Participant is freely and voluntarily executing this Waiver, and
  - (e) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or prepping for the Activity.
  - (f) the Participant is forever holding harmless the Association and its officers, directors, managers, agents, employees, volunteers, members, tenants and guests with respect to an any and all injury, illness, disability, death, economic loss, damage to property due to participation in the activity, whether or not caused by negligence or another means.
  - (g) The Participant acknowledges that the Activity Provider shall not be responsible for any medical costs or any other economic losses associated with any illness and/or injury that participant may sustain while participating in the Activity.

**GOVERNING LAW**

6. This Waiver will be governed by and construed in accordance with the laws of the State of Florida, County and Federal laws, rules, ordinances, and recommendations, in addition to the Association’s rules and regulations.
7. All parties agree to any disputes over this Waiver be handled through in-person Arbitration with an arbitrator allowed to practice in the State of Florida and said arbitration shall take place at 2300 Wyndham Palms Way, Kissimmee, FL 34747 through a mutually selected Arbitrator.

**EMERGENCY CONTACT**

8. Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Legal Guardian’s signature: \_\_\_\_\_

Date: \_\_\_\_\_