



# The Ali Kemp Educational Foundation T.A.K.E. Defense Program

Disclaimer and Waiver Re: Posted Multimedia Content The information contained in the posted multimedia content including, but not limited to video, audio, images, text, animation, and links to other websites (collectively, the "Shared Content") represents the views and opinions of the original creators of such Shared Content and does not necessarily represent the views or opinions of The Ali Kemp Educational Foundation (T.A.K.E.). The mere appearance of Shared Content on this website does not constitute an endorsement by T.A.K.E. or its affiliates of such Shared Content. The Shared Content has been made available for informational and educational purposes only. Although the information contained in the Shared Content has been produced and processed from sources believed to be reliable, T.A.K.E. does not make any representation or warranties with respect to the accuracy, applicability, fitness for a particular purpose, or that the Shared Content is without defects or is error-free. T.A.K.E. does not warrant the performance, effectiveness, or applicability of any sites listed or linked to in any Shared Content. The Shared Content is not intended to be a substitute for professional advice. By the use of the Shared Content, you (User) solely assume any and all associated risks, both known or unknown. User agrees not to assert any claim, institute any suit, or other legal process against T.A.K.E., its officers, officials, employees, or agents for injury, death, or damage resulting from or in any way related to use of the Shared Content. T.A.K.E., its officials, officers, employees, and agents hereby disclaim any and all responsibility or liability to any party for any direct, indirect, implied, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of the Shared Content, which is provided as is, and without any warranties. T.A.K.E. makes no representations relating to the rights, permissions and authorizations in providing User with the Shared Content, including no warranties of non-infringement. T.A.K.E. does not grant User any right, title, or interest, express or implied, in any way related to the Shared Content or its use.

**WAIVER STATEMENT:** The undersigned states that he/she understands that the The Ali Kemp Educational Foundation is not and shall not be responsible for or liable for any illness, injury, or death to person or damage to property, including but not limited to illness, injury, or death arising from exposure to the Novel Coronavirus (COVID-19), resulting from the program in which the undersigned is enrolling or being enrolled or from his/her participating in said program, and the participant and the undersigned, if the participant is a minor or under other legal disability, hereby forever releases and holds harmless the said The Ali Kemp Educational Foundation, it's employees, agents and representatives from any and all claims of any kind, including but not limited to claims arising from exposure to the Novel Coronavirus (COVID-19), that the participant, or the undersigned or their respective heirs, executors, administrators, or assigns may have or claim to have resulting from participation in said program.

**NOTICE:** By enrolling in this program you hereby acknowledge the The Ali Kemp Educational Foundation can and may photograph and/or video tape program participants and then use such images without payment or any other consideration, for purposes of publicizing in facilities, programs or services, or for any other lawful purpose.

**Blue Valley Recreation Commission WAIVER STATEMENT:** I understand that the program for which I or my child intends to participate may have some inherent risk of injury because of the activity. As a participant (or on behalf of my child), I agree that the BVRC, the BVSD and their employees and representatives shall not be held responsible for any illness or injury to person or damage to property resulting from my (or my child's) participating in a BVRC program. I further grant permission for the BVRC to use my (or my child's) photo or video for promotional purposes. This waiver and agreement shall be in effect from the date of signing through the calendar year of 2024. Registration is not valid without signature. Parents must sign for children 18 and under entering a program.

PARTICIPANT NAME (PLEASE PRINT)

SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
If under the age of 18 parent/guardian signature is required

PARENT/GUARDIAN NAME (PLEASE PRINT)

DATE

\_\_\_\_\_

\_\_\_\_\_