



CONSENT, WAIVER, AND RELEASE FROM LIABILITY AGREEMENT FOR LOUIE'S KIDS INC. PROGRAMS  
(Release)

This release must be filled out by one parent/guardian. You must print everyone's name who is participating in the family or group, sign/date, and return it at the start of the program.

In consideration for the family of \_\_\_\_\_ (participants last name/names) being permitted to participate in *Family Race Club* (Program) I am agreeing on behalf of myself and/or on behalf of my child/family to all of the following:

1. I acknowledge that participating in the Program and/or its related activities often involves intense physical activity and an above-average risk of personal injury. I voluntarily assume all risks associated with my child or my participation in the Program. I represent and warrant that my child and/or I are in good health and have no physical conditions that affect the ability to participate in the Program. I have not been advised otherwise by a medical practitioner. I have been told I should have a doctor's note prior to participating in the Program.
2. I assume full responsibility for my child or my own participation and the risk of injury, even if arising from the negligence of those person's released from liability below (releasees), which may not be reasonably foreseeable by anyone at any time, whether caused by any of the following during the Program without limitations the instructor/volunteers, property, facilities, or equipment, running/walking surfaces, weather conditions such as heat/cold/humidity/rain etc., traffic and the condition of the bridge/roads, and all other risks being known and appreciated by me. I have instructed my child and myself to refuse to participate or continue in the Program at any time where they or I feel unsafe or unable to physically continue. I assume all said risk associated with our participation in the Program and the risk of injury caused thereby. I understand that Louie's Kids Inc. does not carry insurance and that I will be solely responsible for any medical, health, or personal injury cost incurred by my child or myself arising from participation in the Program. I have been encouraged to purchase health insurance prior to any and all participation.
3. I, on behalf of my child and myself, and our personal representatives, heirs and assigns, hereby fully and forever release, waive, discharge and covenant not to sue Louie's Kids Inc., its employees, agents, officers, volunteers, and assigns (collectively, Releasees) on account of any and all loss(es), damages and any and all claims or demand therefore, on account of any injury to my child, myself, or property, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with my child or my own participation in the Program, except that which is a result of gross negligence and/or wanton misconduct.
4. I give permission for Releasees to use my child or my biography, name and likeness in connection with the Program, and also any publicity, advertising and promotion for the Program and future editions of the Program. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Program. Signing the Release gives all rights that I may have to my child or my own biography, appearance, name, voice, photo, video or film likeness that have been captured in connection with the Program. I consent to have my child or myself appear in broadcasts of the Program in perpetuity.

5. In connection with any injury or medical conditions that both my child or I may experience during the Program, I consent that they or I be removed, if necessary, and authorize whatever medical treatment is deemed necessary by medical and Program personnel, in their decisions, to treat the child or myself. I further agree that I will be fully responsible for payment of any and all medical services, ambulance transport service, and treatment rendered for the child or myself.
6. I agree that this Release is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any provision of this Release shall be found to be unlawful, or for any reason unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.
7. I also represent and warrant to this Release that I am the parent or legal guardian of the above child and have full legal authority to enter into this Release and complete this Program registration on behalf of my child and myself.

I HAVE READ THIS RELEASE, FULLY UNDERSTANDING ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FOR MY FAMILY, CHILD AND/OR MYSELF. I AM SIGNING IT FREELY AND VOLUNTARILY WIHTOUT ANY INDUCEMENT.

Printed name of each family member for this release:


\_\_\_\_\_  
Parent/Guardian Print

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

ACCEPTED BY:  
"RELEASEES"

\_\_\_\_\_  
Staff Member for Louie's Kids, Inc.

\_\_\_\_\_  
Date