

**GULLIVER SCHOOLS
PARTICIPATION
MANDATORY WAIVER AND RELEASE**

Camper Name (print) Last: _____ First: _____
Grade _____ School _____
Date(s) of Event: (fill in program dates) _____
Event: **SPRING MADNESS SOCCER CAMP**

IN CONSIDERATION OF (print name of student on this line) _____
(the "Participant") being allowed to participate in the activity and/or event described on Schedule 1 (which is incorporated by reference herein) (the "Event") and understanding and acknowledging that Gulliver Schools, Inc. (the "School") is a non-profit, educational corporation, we, the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves, our child and our respective spouses, ex-spouses, other family members, guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the "Releasers"), do hereby waive, release and discharge, and covenant not to sue, the School, School Management Systems, Inc. and all of their respective officers, directors, trustees, shareholders, members, managers, partners, employees, members, staff, volunteers and supervisors and their successors and assigns (collectively, the "Releasees") from any and all liability and/or claims for illness, personal or bodily injuries, disability, death and/or damages that may arise directly or indirectly as a result of Participant's participation in the Event, including, without limitation, any rights, claims, causes of action, suits, liabilities, simple negligence, property damage, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, reasonably related to the Event, including transportation to and from the event, and whether caused by the sole or joint simple negligence or tortious act or omission of the Releasees or any of them (collectively, the "Claims"). Notwithstanding any provision herein to the contrary, the gross negligence and/or willful misconduct of the Releasees is expressly excluded from the scope and application of this Waiver and Release. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule or common law which may limit the scope of this Waiver and Release.

IN THE EVENT THAT THIS WAIVER AND RELEASE IS FOUND TO BE INVALID, UNENFORCEABLE OR VOID, IN WHOLE OR IN PART, FOR ANY REASON, THEN THE RELEASERS ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE RELEASEES' AGGREGATE LIABILITY TO RELEASERS EXCEED ANY APPLICABLE LIMITS OF ANY INSURANCE COVERAGE MAINTAINED BY ANY OF THE RELEASEES, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IN NO EVENT SHALL RELEASEES, OR ANY OF THEM BE LIABLE TO ANY OF RELEASERS FOR PUNITIVE DAMAGES OR LOST EARNINGS, LOST REVENUES OR LOSS OF CONSORTIUM OR COMPANIONSHIP.

Notwithstanding any provision herein to the contrary, this Waiver and Release does not release, is not intended to release and does not in any way apply or relate to the release and/or discharge of any claims Releasers may have against any person and/or party other than Releasees.

The Releasers are aware of, and understand fully, the potential risks involved in connection with the Event and that serious injury and death may occur. Releasers assume and accept such risks which may flow from simple negligence, or tortious acts or omissions. They specifically do not assume or accept any such risks attributable to the gross negligence or willful misconduct of the Releasees.

By their execution below, understanding that the Releasees are relying on this Waiver and Release in allowing Participant to participate in the Event, the Releasers hereby represent and warrant to the Releasees, that to the best of Releasers' knowledge, information and belief: (i) Participant's custodial parents and/or legal guardian(s), as applicable, have signed this Release and Waiver; and (ii) Participant has no medical condition (physical or mental) which could impact on the ability of the Releasees to allow Participant to participate in the Event and that the Participant is physically able to participate in the Event except as otherwise set forth on Schedule 1 hereto, and (iii) the Participant has provided to the School all

information regarding any herbal or medical supplement or prescription that could impact Participant's participation in the Event on Schedule 1 hereto.

Furthermore, the Releasors acknowledge that the Releasors have received the opportunity (and been strongly encouraged) to review this Release and Waiver, that the Releasors have carefully read and fully understand the contents of this Release and Waiver and have asked and received answers to all questions he/she/they may have, and that the Releasors have duly executed this Release and Waiver freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this General Release and Waiver this _____ day of _____, 2008.

Parent(s) and/or Legal Guardian(s)
(MUST be signed by custodial parents and/or All Legal Guardians)

By: _____

By: _____

Print Name: _____

Print Name: _____

Participant's Name: _____

Participant's Address/Emergency Phone No.

SCHEDULE 1: EVENT

Gulliver Schools has allowed SPRING MADNESS SOCCER CAMP to operate a soccer camp program at the Gulliver Preparatory campus located at 6575 N. Kendall Drive, Pinecrest, FL 33156. The camp will operate from Monday, March 31 to Friday, April 4 between the hours of 8:00 a.m. and 3:00 p.m.

Coaches, trainers, volunteers, and all other staff members of SPRING MADNESS SOCCER CAMP are employees of SPRING MADNESS SOCCER CAMP and not Gulliver Schools during the duration of this program. This program is not run by or operated by Gulliver Schools and Gulliver accepts no responsibility for this program, employees, participants, guests, or volunteers associated with this program.

Facility use is limited to the soccer field, adjacent bleachers, parking lot, and rest rooms located adjacent to the field.

I understand that provision of first aid and medical care for Event participants is the responsibility of the parent/guardians of each participant and SPRING MADNESS SOCCER CAMP and not Gulliver.