

# GIVE A COPY OF THIS FORM TO EVERY PARTICIPANT

## LIABILITY RELEASE AND WAIVER FORM

*Every participant must have an original, completed and signed release form to turn in at registration at the door in order to participate*

Minor's Name \_\_\_\_\_ Name of Parent or Legal Guardian \_\_\_\_\_

Address \_\_\_\_\_ School /Team Name: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Division: \_\_\_\_\_

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_ Event Location : \_\_\_\_\_

Evening Phone Number (\_\_\_\_\_) \_\_\_\_\_ Event Date: \_\_\_\_\_ Cheer [ ]

**Liability Release:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I \_\_\_\_\_, as parent or legal guardian of \_\_\_\_\_, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to participate in the above ("Event") to be conducted by Cheer Unlimited, LLC ("Cheer Unlimited") I, in my own behalf and on behalf of Minor, further agree to release and to hold harmless Cheer Unlimited, the hosting site, (university, hotel, convention center, high school) on whose premises the Event will occur (hereinafter the "Location"), and the respective directors, officers, representatives, members, agents and employees of the preceding parties (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness, COVID-19 or injury (minimal, serious, catastrophic and / or death) that a Minor may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the site for the Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Liability Release constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

**Signature of Parent or Legal Guardian:** **X** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervision:** A chaperone/adult (age 21 and over) is required to attend with participants. This chaperone will be responsible for the participants at all times. The Releasees are not responsible for participants' supervision.

**Appearance Agreement:** I understand that as participant and/ or a spectator at the Event that Minor may be included in videotapes, dvd's, pod casts and video casts or photographs taken during the Event. Therefore, without reservation or limitations, I, in my own behalf and on behalf of Minor, hereby assign, transfer and grant to Cheer Unlimited, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and / or videotape Minor and to utilize such videotapes and photographs and Minor's name, face likeness, voice and appearance as a part of the Event or in any other media now in existence or hereafter developed, in advertising and promoting the Event, in advertising and promoting similar future events or in advertising and promotions relating to Cheer Unlimited, and for any other use or purpose whatsoever without reservations and limitations. I further understand that neither Cheer Unlimited nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve any materials related thereto.

**Medical Release:** I, in my own behalf and on behalf of Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness, COVID-19 or injury (minimal, serious, catastrophic and/ or death) and that I, in my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness, COVID-19 or injury by participating in the Event. In the event of such illness, COVID-19 or injury, I authorize Cheer Unlimited to obtain necessary medical treatment for Minor and hereby, in my own behalf and on behalf of Minor, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of Minor for any illness, COVID-19 or injury that Minor may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs.

I represent that any medication to which Minor is allergic or medications that Minor is currently taking are listed below. I agree that Minor shall bring medications which Minor is currently taking with him / her to the Event and that he / she shall consume the prescribed dosage for such medications.

Medications (if any): \_\_\_\_\_

Allergic to (if any): \_\_\_\_\_

I acknowledge that the Minor suffers from the following conditions: \_\_\_\_\_

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Participant Release and Waiver Form releases Releasees from liability and contains an acknowledgment of my voluntary and knowing assumption of the risk of injury, COVID-19 or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Participant Release and Waiver Form constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will. Minor and I understand that Sponsors may distribute samples of their products at the Event.

**Signature of Parent or Legal Guardian:** **X** \_\_\_\_\_ **Date:** \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_ Minor Birthdate: \_\_\_\_\_

I, identified above as Minor, acknowledge that I have read this Release and Waiver form.

**Signature of Minor:** **X** \_\_\_\_\_ **Date:** \_\_\_\_\_