



# PARTICIPANT WAIVER AND RELEASE FORM

**Liability Release:** As an individual over the age of 18 or as the parent or legal guardian of the below named child, I freely acknowledge that I have or will voluntarily register to participate in cheerleading and dance activities held by Cheerbrandz. I acknowledge that participation in cheerleading and dance activities entails known and unanticipated risks that could result in serious and permanent physical and emotional injuries, death, damage to property, and injury to others. I understand that such risks are inherent in these activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the activities. I also understand that injuries may be compounded or increased by negligent rescue operations and as such, I understand that other than having trained first aiders on site and telephoning for an ambulance, medical assistance is limited. Understanding such dangers, I hereby knowingly and voluntarily enrol in events held by Cheerbrandz. I give my permission to engage in the dangerous activities described above, and I assume the risk of the activities. I understand that (I do not/my child does not) have permission to participate in cheerleading and dance activities at an event held by Cheerbrandz without agreeing to the terms and conditions on this release. I understand that this Form is effective for all events held by Cheerbrandz for a two year period of time from the date of signing ("effective period"). I understand that this release and waiver of liability shall continue to be in effect during the above stated effective period until such time as I renounce it, in writing, at which time (I/my child) shall no longer be able to participate in any event held by Cheerbrandz.

**Medical Waiver:** I represent that (I/my child) is in good health and that no condition would constrain (me/my child) from safely participating in the activities described above. I certify that I have adequate insurance to cover any injury or damage that (I/my child) may suffer while participating in an event held by Cheerbrandz. I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any event held by Cheerbrandz. I hereby authorize Cheerbrandz to call for medical care, when medical attention is needed. I hereby knowingly and voluntarily release and forever discharge Cheerbrandz if (I/my child) is injured, all Cheerbrandz, their respective, employees, agents, coaches, instructors, assistants, officers, directors, owners, shareholders, subcontractors, and any other representative or affiliates and their respective heirs, successors, and assigns ("Cheerbrandz Representatives") from any and all liability arising out of or in connection with the above described activities involving (myself/my child) at any and every event held by Cheerbrandz. "Liability" means any and all claims, demands, losses, causes of action, lawsuits or judgments of any and every kind that occurs during or incidental to the above-described activities, that result from any cause whether caused by the negligence or otherwise. I hereby agree to and shall indemnify, defend, save and hold harmless Cheerbrandz Representatives from and against any and all loss, liability, damage, or cost they may incur, including attorneys' fees and litigation costs, arising out of or related to the above-described activities, whether cause by negligence or otherwise. I hereby agree that the assumption of risk, the release and waiver of liability, and the indemnity agreements contained herein extend to all acts of negligence and is intended to be as broad and inclusive as is permitted by the law where those laws apply to the activities, and that if any portion of this Form is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. By agreeing to enter the Event and either signing or ticking the online terms and conditions, I represent that I have read these conditions thoroughly and understand it completely, including the substantial legal rights I am giving up. I have had the opportunity to seek legal advice or I have knowingly and voluntarily chosen not to seek legal advice. I agree freely and voluntarily without inducement of any kind or guarantee being made.

**Appearance Waiver:** I give Cheerbrandz the right to photograph or video tape (me/my child), or likeness of (me/my child), and to disseminate any images or recordings of (me/my child) for any reproductions associated or in any way connected with marketing, advertising, publication or marketing of any event undertaken by Cheerbrandz and any Cheerbrandz Representatives. Specifically, I hereby forever and irrevocably grant to Cheerbrandz a license and permission to use any such photographic or video reproduction of (me/my child) in any form of advertisement for Cheerbrandz for promotional purposes. I understand that no compensation will be paid by Cheerbrandz for the use of any photographic or video reproduction.

***I intend by my signature for this form to be a complete and unconditional waiver and release of any and all liability to the greatest extent allowed by law. I understand and agree that this form cannot be amended or modified by any oral statements or other writings and that it is binding on (me/my child and myself), and our heirs, successors, distributees, guardians, legal representatives, and assigns.***

**Participant Full Name:** \_\_\_\_\_ **Gender (M/F):** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Guardian/Parent Name:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Emergency Phone:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Insurance Carrier (or "none"):** \_\_\_\_\_ **Policy#:** \_\_\_\_\_

**Signature** (Participant if over 18, otherwise parent/guardian): \_\_\_\_\_ **Date:** \_\_\_\_\_