

# Participant Waiver & Release Form v.06.25



**Liability Release:** As an individual over the age of 18 or as the parent or legal guardian of the above listed child, I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in cheerleading and dance activities held by Cheer and Dance Brands Ltd, New Zealand, Hawaii LLC and Australia (hereinafter "CheerBrandz"), which include dance, gymnastics, stunting, jumping, and tumbling components. I acknowledge that (my/my child's) participation in cheerleading and dance activities entails known and unanticipated risks that could result in serious and permanent physical and emotional injuries to (myself/my child), (myself/my child's) 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. In addition to the inherent risks of cheerleading, participants acknowledge the increased risk of collisions, falls, and injuries due to the dynamic nature of the sport. This includes bouncing, jumping, dancing, large groups moving together, lighting effects, strobe lighting, dim lighting, moving lights and difficulty judging distances. Flooring Risks: Participants further acknowledge that the specific type of flooring used may present additional risks. These risks include, but are not limited to: Uneven Surfaces: Cheerleading events may utilize various flooring options, some of which may have slight variations in surface level. These variations, even if minor, can increase the risk of slips, trips, and falls. Movement of Flooring: Depending on the type of flooring used (e.g., sprung floors, interlocking mats, velcro flooring, marley dance flooring), sections of the flooring may shift or move slightly during athletic maneuvers. This movement can cause participants to lose their footing or misjudge distances, leading to potential falls. Separation of Matting: Multi-piece matting systems used for cheerleading and dance may separate at the seams during activity. This separation can create uneven surfaces or gaps, increasing the risk of falls and injuries. Despite all precautions taken to maintain safe flooring conditions, the inherent nature of the sport and the potential for these flooring risks cannot be eliminated entirely. These factors may increase the risk of slips, trips, falls, and resulting injuries. I acknowledge and assumes all risks associated with participation in the Event, including any flooring or equipment risks identified above, even if such risks arise from the negligence or fault of CheerBrandz or any of its agents, employees, volunteers, or representatives. I also understand and acknowledge that injuries (I/my child) receive(s) may be compounded or increased by negligent rescue operations and as such, I understand that other than telephoning for an ambulance, no medical assistance shall be provided by the CheerBrandz member, its' agents, staff or other representatives in the event an injury occurs during the event. Understanding such dangers, I hereby knowingly and voluntarily enrol (myself/ my child) in events held by the CheerBrandz. I give my permission for my child to engage in the dangerous activities described above, and I assume the risk of the activities involving my child. I understand that (I do not/my child does not) have permission to participate in cheerleading and dance activities at an event held by the CheerBrandz without agreeing to the terms and conditions on this release. I understand that this Form is effective for all events held by CheerBrandz from the date of signing and shall remain in effect indefinitely, unless and until I notify CheerBrandz in writing to revoke it, or CheerBrandz updates its terms and requires a new signature. I understand that I/my child will not be permitted to participate in any event held by CheerBrandz without a valid waiver in place. If I/my child participates in a CheerBrandz event without a signed waiver on file, such participation will constitute my full agreement to all terms of this Waiver, Release of Liability, and Indemnity Agreement, as if I had signed it. This waiver shall be governed by the laws of New Zealand and any disputes shall be subject to the exclusive jurisdiction of its courts.

**Medical Waiver:** I represent that (I/my child) is in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in the activities described above. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). 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 the CheerBrandz. I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any event held by the CheerBrandz. I hereby authorize the CheerBrandz to call for medical care, when medical attention is needed. On behalf of (myself/my child and myself), I hereby knowingly and voluntarily release and forever discharge the CheerBrandz if (I/my child) is injured, all the CheerBrandz, all their respective, employees, agents, coaches, instructors, assistants, officers, directors, owners, share-holders, subcontractors, and any other representative or affiliates and their respective heirs, successors, and assigns (collectively with the CheerBrandz, and the "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 the 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 the 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 signing this Form 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 for (myself/my child and myself). I have had the opportunity to have my own attorney review this Form and my attorney has done so or I have knowingly and voluntarily chosen not to have my attorney review this Form. have signed this Form freely and voluntarily without inducement of any kind or guarantee being made.

**Appearance Waiver:** I understand that CheerBrandz may photograph or video tape (me/my child) during events. I understand that CheerBrandz may produce promotional material about the events. I grant CheerBrandz and the CheerBrandz Representatives a license and permission to use any such photographic or video reproduction of (me/my child) for promotional purposes. I understand that no compensation will be paid for this. If you do not wish to have your images used in publications, social media, web-advertising and promotions please notify us, in writing.

I INTEND BY MY AGREEMENT 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:** ..... **Gym Name:** .....

**Parent/Guardian Name:** .....

**Parent/Guardian Address:** .....

**Name of Emergency Contact:** .....

**Number to be called in case of Emergency:** .....

**Emergency contact relationship to participant:** .....

**Insurance Carrier: Policy#:** .....

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