

PROGRAM WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK

Gym/Program Name Team Name City State/Country

I, _____, as the coach/gym/studio owner and person in charge and responsible of the Team(s), agree to the following:

LIABILITY WAIVER

As the responsible coach/gym/studio owner I freely acknowledge that I have voluntarily registered my teams to participate in cheerleading and dance activities held by CheerBrandz, which include dance, gymnastics, stunting, jumping, and tumbling components. 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 to (myself/my athletes/my team(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 assume 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 may be compounded or increased by negligent rescue operations and as such, I understand that other than first aid and telephoning for an ambulance, no medical assistance shall be provided by CheerBrandz, its' agents, staff or other representatives in the event an injury occurs during the event. Understanding such dangers, I hereby knowingly and voluntarily enroll in events held by CheerBrandz, and I assume the risk of the activities involving me myself and my team(s).

MEDICAL WAIVER

I represent that my athletes, coaches, staff or volunteers are in good health and that no conditions would constrain them from safely participating in the activities described above. I understand that failure to provide information of any health condition that would constrain my athletes, coaches, staff or volunteers participating could result in serious injuries or death. I certify that I have adequate insurance to cover any injury or damage that my athletes, coaches, staff or volunteers may suffer while participating in an event held by CheerBrandz. I agree to bear the costs of any injury or damages my athletes, coaches, staff or volunteers may suffer while participating in any event held by the CheerBrandz. I hereby knowingly and voluntarily release and forever discharge CheerBrandz if (I/my athletes, coaches, staff or volunteers) is injured, all CheerBrandz, all 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 (collectively with CheerBrandz and the "CheerBrandz Representatives") from any and all liability arising out of or in connection with the above described activities involving (myself/my athletes, coaches, staff or volunteers) 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.

ATHLETE WAIVER ACCEPTANCE

I hereby confirm that all my athletes have agreed to and signed the CheerBrandz participant waiver, however if for any reason an athlete waiver is invalid, missing, lost, or has not been signed, I assume all risks and indemnify CheerBrandz against any and all claims that may arise.

ASSUMPTION OF RISK & INDEMNIFICATION

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, I represent that I have read this Form thoroughly and understand it completely, including the substantial legal rights I am giving up for (myself/Gym/Studio and my Team(s)) by signing it. 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. I have signed this Form freely and voluntarily without inducement of any kind or guarantee being made.

EFFECTIVE PERIOD

I understand that this Form is effective for all events held by the CheerBrandz for a 12 month period 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 teams shall no longer be able to participate in any event held by CheerBrandz during the effective period.

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 FULLY BINDING.

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 signing this Form, I represent that I have read this Form thoroughly and understand it completely, including the substantial legal rights I am giving up by signing it. 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. I have signed this Form freely and voluntarily without inducement of any kind or guarantee being made.

Agreed to this, the _____ day of _____, 20____, Gym Owner Signature: _____