

**AIRBORNE CHEER CENTER
RELEASE AGREEMENT**

This release Agreement ("Agreement") is made effective as of ____/____/____ (Date) by and between
Airborne Cheer Center and _____ ("Customer(s)")
(Parent or Legal Guardian)

RECITALS

- A. Airborne Cheer Center provides instruction and services relating to cheerleading.
- B. Customer(s) wish for _____ (Student) to receive such instructions and services and has agreed to release Airborne Cheer Center as set forth below as part of the consideration for such instruction and services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **Risk.** Customer understands that cheerleading activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. Customer expressly and voluntarily assumes all risk that, subsequent to executing this Agreement, student will incur or suffer personal or bodily discomfort, loss, personal injury, disability, death, damage or property damage, or any of these, which are in some way caused by or related to the instruction, activities, or services provided by Airborne Cheer Center. Further, there is a risk that such bodily injury, discomfort, loss, bodily damage or disability, or any of these, may be more serious than the undersigned knows, expects, or anticipates.
- 2. **Release.** In consideration of the covenants and provisions of this Agreement, Customer forever releases and discharges and holds Airborne Cheer Center and its affiliates, representatives, employees, attorneys, and agents of and from any and all claims, debts, liabilities, demands, obligations, promises, acts, costs and expenses (including without limitation attorney's fees and costs), injuries, damages, actions, and causes of action of whatever kind or nature including, but not limited to, the releasees' negligence or non-willful acts or omissions, whether known or unknown, suspected in connection with or relating to the instruction, activities, or services provided to the student by the releasees' including travel, lodging, or other activities undertaken off-site which are sponsored by the releasees'. Customer agrees and acknowledges that this release applies to both known and unknown claims and, upon advice of Customer's independent legal counsel, agrees to waive the benefits of California Civil Code section 1542, and any similar federal statutes, which states as follows:
- 3. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST TO HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
- 4. **Indemnity.** Customer(s) hereby agree, jointly and severally, to indemnify, defend and hold Airborne Cheer Center harmless from and against any claim, cause of action, action, damage, death, liability, obligation, expense, lien, demand, account, and/or costs (including payment of attorneys' fees and legal costs actually incurred whether or not litigation is commenced) based on, in connection with, or arising out of any bodily discomfort, loss, bodily injury, disability, death, or any damage of any nature whatsoever.
- 5. **Emergency Medical Information.** Customer(s) has provided a completed Information Card that has all emergency medical information relevant to Student.
- 6. **Arbitration.** Except for matters within the purview of the California Small Claims Court Act, any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation of it, shall be settled by arbitration in Sonoma County pursuant to the California Arbitration Act CCP & 1280, *et seq.*, and judgement on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
- 7. **Intregation.** This Agreement constitutes a single integrated written contract expressing the entire agreement between the parties hereto relative to the subject matter hereof. This agreement supersedes all prior or contemporaneous agreements.
- 8. **Law.** This Agreement shall be governed by and shall be interpreted in accordance with California law.
- 9. **Media Release.** By signing, I hereby release any photos and/or video footage of my son/ daughter that may be taken for Airborne Cheer Center. I understand that these photos and/or video will be in good taste.

AIRBORNE CHEER CENTER

CUSTOMER(S):

By _____ Date: _____
(Airborne Cheer Center Employee) (Parent) (Student)