

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS INDEMNITY AGREEMENT

In consideration of participating at *Cheer & Dance Express*, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that these activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the 'releasees' named below and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, cost and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue *Cheer & Dance Express*, its respective administrators, directors, officers, volunteers, and employees, other participants, and sponsors, advertisers, and if applicable, owners and lessors of premises which the activity takes place, (each considered one of the 'RELEASEES' herein) from all liability, claims, demands, losses, or damages or account caused or alleged to be caused in whole or in part by the negligence of the 'releasees' or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the 'releasees', I will indemnify and hold harmless each of the 'releasees' from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Participant's date of birth

Signature of participant/Parent/Legal Guardian

Date

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities AND the minor's experience/capabilities, and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND HOLD HARMLESS each of the 'releasees' from any and all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the 'releasees' or otherwise. Including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf make a claim against any of the 'releasees', I WILL INDEMNIFY AND HOLD HARMLESS each of the 'releasees' from any litigation expense, attorney fees, loss of damages, or cost any 'releasee' may incur as a result of such claim.

Printed name of participant

Printed name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Address

Email address

Phone #