

**CHARLOTTE EXTREME CHEERLEADING, INC.
PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of CHARLOTTE EXTREME CHEERLEADING, INC., their agents, owners, officers, employees, and all other persons or entities acting in any capacity of their behalf, I hereby agree to release and discharge CHARLOTTE EXTREME CHEERLEADING, INC., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I or my child are about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself or my child, to property, or to third parties. The following describes some, but not all, of those risks.

Cheerleading entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills, and the enjoyment of the sport would be diminished. Cheerleading exposes its participants to the unusual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from practice, shows, competitions, and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you are injured, you may require medical assistance at your own risks.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify CHARLOTTE EXTREME CHEERLEADING, INC. from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with me or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of CHARLOTTE EXTREME CHEERLEADING, INC.
4. Should CHARLOTTE EXTREME CHEERLEADING, INC. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
5. I certify that I or my child have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage to myself, I further certify that I or my child have no medical or physical condition which could interfere with me or my child/s safety in this activity, or else I am willing to assume and bear the costs or all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit against CHARLOTTE EXTREME CHEERLEADING, INC. on the basis of any claim from which I have released them herein. In the event that I file a lawsuit against CHARLOTTE EXTREME CHEERLEADING, INC., I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

PARENT'S OR GURADIANS ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name), Minor being permitted by CHARLOTTE EXTREME CHEERLEADING, INC. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CHARLOTTE EXTREME CHEERLEADING, INC. from any and all Claims which are brought by, or on behalf of, Minor, and which are in any way connected with such use of participation by Minor.

PARENT OR GUARDIAN SIGNATURE _____

PRINT NAME _____ Phone _____

Address _____ City _____ Zip _____

Date _____