



Release, Waiver of Liability, and Media & Medical Consent Form

Each participant must receive, complete and have an executed copy of this form submitted in order to participate in the event(s).

Event Name _____ Event Date _____

School/Team _____ Participant Name _____

Home Address _____ City/State/Zip _____

Home Telephone _____ Date of Birth _____

Emergency Contact _____ Phone _____

Health Insurance Co. _____ Policy # _____

Family Doctor _____ Dr.'s Phone _____

Do you have any medical problems or allergies that may interfere with this event? _____

If so, please describe problem(s) or limitation(s). _____

Do you have medication for this with you? If yes, please describe. _____

ASSUMPTION OF RISK: I AM AWARE THAT GYMNASTICS, TRAMPOLINE, CHEERLEADING, DANCING, TUMBLING, AND RELATED ACTIVITIES ARE HAZARDOUS ACTIVITIES, AND CARRY RISKS THAT INCLUDE (BUT ARE NOT LIMITED TO) MUSCLE STRAINS AND TEARS, BROKEN BONES, AND SEVERE INJURIES SUCH AS PERMANENT PARALYSIS OR EVEN DEATH. I ALSO WARRANT THAT I WILL INFORM MY CHILD OF THESE DANGERS. I AM VOLUNTARILY APPLYING FOR MY CHILD TO PARTICIPATE IN THESE ACTIVITIES AND THE EVENT WITH KNOWLEDGE OF THE DANGERS INVOLVED.

ON BEHALF OF MYSELF AND MY CHILD, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF MY CHILD'S INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING **MY INITIALS HERE:** _____

PERMISSION AND WAIVER: In consideration of being permitted to participate in the event, I, _____, as parent or legal guardian of _____, a minor (herein after "Minor") grant the permission necessary to allow Minor to participate in the event. I also hereby **assert that any participation is voluntary and that I knowingly assume all such risks.**

On my own behalf and on behalf of Minor, I further agree to release, waive, discharge, covenant to sue, and hold harmless, Cheer Pros., LLC, the hosting site (venue/facility, university, hotel, convention center, high school, sports facility), on whose premises the event will occur (hereinafter referred to as the "Location"), the affiliates and the respective owners, directors, officers, representatives, agents, sponsors, vendors, promoters, coaches, assistants, volunteers, and employees of Cheer Pros., LLC (herein after referred to collectively as the "Releasees"), from any and all liability whether than caused by negligence of the Releasees or otherwise from any claim, judgment, loss, liability, cost and expense (including, without limitations attorney's fees and costs) arising out of or connected with the event, including, but not limited to any claim arising out of personal injury (minimal, serious, catastrophic or death), accidents, illnesses (including death) and property loss that Minor might incur or sustain during the event, including any activities associated with the event, and while traveling to or from the event site for the event, whether or not the event actually occurs.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD RELEASEES HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of involvement in the event and to reimburse them for any such expenses incurred.

MEDICAL RELEASE: I, the undersigned, being the parent(s)/person having legal custody/legal guardian of Minor, do hereby authorize Cheer Pros., LLC as agent(s) for the undersigned to consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician and surgeon licensed under the provisions of the Medical Practice Act on the medical staff of any hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital.

This includes authorization to consent to any X-ray examination, anesthetic, dental or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered to the minor by or under the supervision of a dentist licensed under the provisions of the Dental Practice Act.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority to power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment, or hospital care which a physician, meeting the requirements of this authorization, may, in the exercise of his/her best judgment, deem advisable.

This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California.

I further hereby authorize any hospital which has provided treatment to Minor pursuant to the provisions of Section 25.8 of the Civil Code of California to surrender physical custody of such minor to Cheer Pros., LLC agent(s) upon the completion of treatment. The authorization is given pursuant to Section 1283 of the Health and Safety Code of California. This authorization will remain effective while the above minor is enroute to or from or involved or participating in the event unless revoked in writing by the undersigned, and delivered to the aforesaid agent(s).

INITIAL HERE: _____

MEDIA REALEASE/CONSENT: In connection with Minor's appearance at and participation in the event(s), Minor and Parent, on behalf of Minor, give Cheer Pros., LLC, and their respective affiliates, agents, licensees, designees and assigns, the right to film, photograph and record Minor's name, nickname, pseudonym, persona, picture, biographical material, voice and/or likeness and to use the same in any manner or media in connection with the event, and the advertising and promotion thereof or of Cheer Pros., LLC, including, without limitation, in all forms of television, videogram, radio and other advertisements, promotions and publicity for Cheer Pros., LLC, the event and other motion pictures (collectively "Advertisements"); to broadcast, reproduce, distribute and exhibit such photographs and/or recordings, the event and/or the Advertisements, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised anywhere in the universe at anytime in perpetuity; to give Minor's name and information about Minor on the event and in the Advertisements; and to edit, modify, adapt, make derivative works from, copyright and otherwise use the pictures and recordings as Cheer Pros., LLC elects. Minor and Parent, on behalf of Minor, hereby acknowledge that Minor's appearance at the event shall not constitute a performance and that Minor shall not be entitled to any compensation for such appearance, nor to any guild or union payments for use or reuse of such appearance.

Cheer Pros., LLC has Minor's consent to incorporate any photographs, audio-only or audiovisual recordings in which Minor appears (including, without limitation, news, television and/or motion picture footage) in the event and/or Advertisements for use as outlined above as well as for historical documentation and/or archival purposes, including without limitation, on Cheer Pros., LLC's website (e.g., showing Minor's participation in the event); and Minor and Parent, on behalf of Minor, hereby waive any right to any additional compensation therefore, including but not limited to, any excerpt and/or reuse fees and/or residual payments.

Minor and Parent hereby release Releasees from all claims, demands, and liabilities whatsoever in connection with the above.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this Release, Waiver of Liability, and Media & Medical Consent Form agreement, fully understand its terms, and **understand that I am giving up substantial rights, including the right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Date

Print name of Parent or Legal Guardian

Signature of Parent or Legal Guardian