

Participation Waiver and Release of Liability for All Adrenaline Activities

Please fill in ALL fields

Participant's Name:	Name of Parent/Legal Guardian (if Participant is under 18):
Phone Number:	Participant's DOB:
Email Address:	Address (optional):
Participant Signature (or Parent/Legal Guardian (if Participant is under 18)):	Date:

Participation Waiver and Release of Liability for All Adrenaline Activities

1. General. In consideration for being allowed to participate in Adrenaline Activities (as defined below), the participant or the parent(s) and/or legal guardian(s) of the minor participant named below (collectively, the "Participant") agree as follows:
2. Definitions. "Activities" are defined as all Adrenaline related activities including but not limited to: classes, practices, events, competitions, activities (involving gymnastics, cheerleading, tumbling, open workouts, trial classes), and travel to and from the above. Adrenaline is defined as Adrenaline Studio, LLC, Adrenaline Dance Project, Inc., their affiliates, owners, agents, officers, subcontractors, employees, and all other persons or entities acting in any capacity on their behalf (including other Participants).
3. Participation Involves Inherently Dangerous Activities: Inherently Dangerous Activities. Adrenaline Activities are inherently dangerous. The Activities involve and include, among other things, exertion, running, jumping, kicking, lifting, and rotation; full range and coordinated body movements (dancing, tumbling, gymnastic skills, etc.) and lifting or being lifted by a teammate. Travel. Adrenaline has studios located in two separate locations located within the same office park. Participating in Activities may require Participants to walk back and forth between such locations while avoiding traffic within such office park. Participation in Adrenaline Activities may require attendance at events/competitions (both local and out of state) that involve overnight stays and significant distance. During travel to and from Activities and events/competitions and during the time in between, Adrenaline is not responsible for supervising the Participant unless expressly agreed upon between you and Adrenaline. Consequences of Participation. I understand that participation in the Activities involves risks (whether known or unknown) regardless of the precautions taken by Adrenaline. Action or inaction on the part of Adrenaline, Participant or others, or the conditions under which the Activities take place can cause, among other things, the following: sprains, strained muscles, broken bones, dislocated joints, permanent disability, paralysis, death, transportation-related accidents, emotional distress or damage to me, my child, to property, or to third parties.
4. Acknowledgments and Assumption of the Risk. I acknowledge that on behalf of myself and the Participant, we have voluntarily chosen to participate in the Activities, assume all risks incidental to and related to engaging in the Activities and I have full knowledge of the risks the Activities present, including travel to, participation in, and returning from the Activity. I acknowledge that there may be other risks either not known to me or the Participant or not readily foreseeable at this time. I am aware portions of the Activity are not guided or supervised by Adrenaline. I and the Participant understand the nature of the Adrenaline Activities and certify that the Participant is qualified, in good health, and in proper physical condition to participate in such activities. In addition, I am aware of the Participant's physical abilities and neither I nor the Participant shall exceed them. I and the Participant fully accept and assume all such risks and responsibilities for losses, costs, and damages I and or Participant incur or cause as a result of participating in the Activities. I understand by being permitted to participate in this activity, I agree to assume any and all risk of loss, injury, or death. I further understand and agree to assume responsibility for the risk of theft, loss, or damage to my personal property, which may occur at any time arising out of my participation in this activity.
5. Release, Waiver of Liability, and Indemnification. I, for myself and Participant, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives, and next of kin, I and Participant hereby release, discharge, and covenant not to sue Adrenaline, any sponsors, advertisers, owners and lessors of the premises on which the Activity takes place from liability of claims demands, losses or damages, caused or alleged to be caused in whole or in part in relation to participation in the Activities. I agree to indemnify Adrenaline and any third parties for any losses incurred which are caused by myself or Participant while participating in Activities.

6. **Obligations.** In recognition of the importance of shared responsibility for safety, I will remove myself and/or the Participant and immediately report any noted deviations from the safety rules as well as any observed hazardous conditions or equipment to a member of the Adrenaline staff. I agree that if I or the Participants believe any Activities are unsafe, we will immediately discontinue participation in the activity.

7. **Medical Release.** In the event of any illness or injury incurred during an Activity, I authorize but do not require, Adrenaline to obtain and or provide in its sole discretion, necessary medical treatment for the Participant and hereby, on my own behalf and on behalf of the Participant, release and hold harmless Adrenaline in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all fees and costs that may be incurred on behalf of the Participant for any illness or injury that Participant may sustain during the Activities.

8. **Appearance Agreement.** I understand that Adrenaline from time to time produces promotional material relating to its programs and activities. I understand that as a Participant and/ or a spectator at an Activity that I or the Participant may be included in the video, audio, and photographs taken during the Activities. Therefore, without reservation or limitations, I, on my own behalf and on behalf of the Participant, hereby assign, transfer and grant to Adrenaline, its successors, assignees, licensees, and third parties the right to photograph, audio, and/or video myself of the Participant and to utilize such audio, video and photographs and my or Participant's name, face likeness, voice and appearance as a part of the Activities, in advertising and promoting Adrenaline. I, on my own behalf and on behalf of the Participant, waive any right to inspect or approve the copies of any promotional materials related thereto.

9. **Insurance.** I certify that the Participant has health, accident, and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in the Activities. Adrenaline does not provide insurance coverage for Participants for injuries occurring while participating in Activities. Any injury claim must be filed with the Participant's own insurance.

10. **Mailing List.** By signing this Agreement, I agree to be added to Adrenaline's email list and receive promotional emails. I understand that I can unsubscribe at any time.

11. COVID-19/Communicable Disease Statement

Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies, as of the time of the printing of this Agreement, recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Adrenaline has put in place preventative measures to reduce the spread of COVID-19; however, Adrenaline cannot guarantee that you or your child(ren) or anyone that enters the studio will not become infected with COVID-19. Further, attending the studio or participating in the Activities could increase your risk and your child(ren)'s risk of contracting COVID-19.

By accepting this online agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by entering the studio or participating in the Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the studio or participating in the activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Adrenaline employees, volunteers, and program participants and their families.

12. **Acknowledgment.** I have carefully read this agreement and fully understand all of its terms and conditions and have signed 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. I have had the opportunity to ask questions and have them answered. I am confident that I fully know, understand, and appreciate the risks involved in Participation. I understand this is a release of liability, which could legally prevent me from filing a lawsuit or making any other legal claim for damages in the event of losses, death, or injury. With this knowledge, I am entering into this agreement fully and voluntarily. I agree the agreement is binding upon me, my spouse, my heirs, my children, assigns, personal representatives, and next of kin.