



## 2020 - 2021 Registration Form

THIS FORM MUST BE FILLED OUT COMPLETELY - PLEASE PRINT

### ATHLETE INFORMATION

Athlete's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Gender \_\_\_\_\_ 2020-21 Grade \_\_\_\_\_

Athlete's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Athlete's Home Phone # \_\_\_\_\_ Athlete's Cell Phone # \_\_\_\_\_

### PARENT/GUARDIAN INFORMATION

Parent's Name \_\_\_\_\_ Contact Email \_\_\_\_\_

Work Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

### MEDICAL INFORMATION

Insurance Company \_\_\_\_\_ Allergies/Medical Conditions \_\_\_\_\_

I, the undersigned Parent/Guardian or Athlete (if 18 years or older) do hereby give consent for the above Athlete to participate in the training and activities held at Lunar Viper Allstars and accept responsibility for all costs incurred by myself or Athlete. I have completely filled out this form in its entirety and attest that all information given herein is true and accurate as of the date hereof and should any information change given herein I hereby agree to immediately inform Lunar Viper Allstars in writing of such change.



Signature of Parent/Guardian or Athlete (if 18 years or older) \_\_\_\_\_ Date \_\_\_\_\_

**\*\$40 Membership Fee Required for all Classes/Teams/Private Lessons - Renewed each May\***

### Lunar Viper Allstars, LLC

#### PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services provided by Lunar Viper Allstars, LLC, its owners, administrators, directors, agents, officers, employees, members, volunteers, team members, sponsors, advertisers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LVA") to me and Athlete and Athlete's participation in any way in the Activity (as defined below) at any time, I, for myself, my minor children, my parents, my heirs, assigns, personal representative and estate hereby:

1. Represent that I understand and acknowledge that the Activities that I or [ATHLETE'S NAME] \_\_\_\_\_ (hereinafter referred to as "Athlete") engage in while on the premises or under the auspices of LVA pose known and unknown risks which could result in serious bodily injury, paralysis, death, emotional distress, disability or damage to Athlete, me, property, or third parties. The following describes some, but not all, of those risks:

*This sport, includes stunts and use of equipment, entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, students would not improve their skills and the enjoyment of the sport would be diminished. Participants are exposed to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. When traveling to and from shows, competitions and exhibitions there is possibility of any manner of transportation accidents. In any event, if you and/or Athlete are injured, medical assistance may be required which you must pay for yourself;*

2. Represent that Athlete is in good health, has passed a medical examination within the last twelve months and is in proper physical condition to participate in the Activity and agree that if at any time I or Athlete believe the conditions to be unsafe Athlete will immediately discontinue further participation in the Activity;

3. Certify that Athlete and/or I have adequate health, accident and liability insurance sufficient to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or alternatively I agree to bear the costs of such injury or damage to myself and/or Athlete and acknowledge that in no event shall LVA be responsible or liable for any such costs;

4. Represent that I understand and acknowledge that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the LVA; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH KNOWN AND UNKNOWN RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of Athlete in the Activity, regardless of the age of Athlete and/or whether or not Athlete is presumed to be able to assume those risks, including, but not limited to, performance of stunts and use of trampolines;

5. Voluntarily release, forever discharge, covenant not to sue and agree to hold harmless and indemnify LVA from any and all liability, claims, demands, losses, damages, actions or rights of action, which are related to, arise out of, or are in any way connected with Athlete's and/ or my participation in any Activity, regardless if caused or alleged to be caused in whole or in part by the negligence of LVA or otherwise, including negligent rescue operations; if, despite this PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (this "Agreement") I, or anyone on my behalf, makes a claim against LVA, I agree that I will indemnify, save, and hold harmless LVA from any litigation expenses, attorney fees, loss, liability, damage or cost which may be incurred as the result of such claim;

6. Agree to indemnify and reimburse LVA for any fees (including attorney's fees), costs and expenses relating to the enforcement of this agreement;

7. Agree that in the event I and/or Athlete file a lawsuit against LVA, such suit shall be brought in the State of Maryland, and the substantive and procedural laws of the State of Maryland shall apply in any such action without regard to such state's conflict of laws rules and further agree that if any portion of this Agreement is found void or unenforceable, the remaining portions shall remain in full force and effect;

8. Acknowledge that, pursuant to the terms hereof, I and/or Athlete may be found by a court of law to have waived the right to maintain a lawsuit against LVA on the basis of any claim from which I have released LVA either personally and/or as the parent, natural guardian and/or legal guardian of Athlete by signing this Agreement;

9. Agree that this agreement shall be deemed to have been jointly drafted by the parties for all purposes involving its construction and enforcement;

10. Represent, my participation and that of Athlete is purely voluntary, no one has forced or coerced Athlete or me to participate and I elect for Athlete and/or myself to participate in such activities in spite of the risks;

11. Give LVA and its affiliates the unrestricted right and permission to copyright and re-use, publish, and republish photographic portraits and pictures of Athlete and/or myself or pictures in which Athlete and/or myself may be included, in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including but not limited to illustration, art, promotion, or advertising.

For purposes of this Agreement, the "Activity" shall mean Cheerleading/Tumbling.

In an emergency, I hereby grant to LVA permission and the authority, at my expense, to utilize the most convenient volunteer rescue squad vehicle or ambulance to transport Athlete and/or myself to the hospital and if necessary, I authorize medical treatment.

All monies paid to LVA in any capacity are NON-REFUNDABLE, NON-TRANSFERRABLE, and UNASSIGNABLE regardless of reason. If any attempt by LVA to collect monies not paid by myself result in the engagement or involvement of a collection agency, attorney, or court, then I hereby agree and acknowledge that I will be responsible for the payment of all collection fees, court costs and attorneys' fees incurred by LVA and/or myself. I understand that late fees and/or penalties may be applied to all past due payments and/or returned checks.

I acknowledge that LVA has the right to either suspend or dismiss any participant/customer for any offense, by participant or family member, which we deem detrimental to the entire LVA organization.

By signing this document for the Athlete, I am representing that I am authorized to sign on behalf of the Athlete as his or her parent, natural and/or legal guardian.

**I HAVE FULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT 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 sufficient opportunity to read this entire document. I have been given the opportunity to consult an attorney for any reason regarding this document or in the event I did not understand any provision of this document. By signing below, I have read the document and understand it and I agree to be bound by its terms.**

 Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_