

# Liability Release Agreement

Participants' Name: \_\_\_\_\_ (Student/Participant)

This release Agreement is made effective as of \_\_\_/\_\_\_/\_\_\_ (Date by and between)

1<sup>st</sup> Impression Drill/Dance/Cheer All Star Studios & Gym, LLC its affiliates and \_\_\_\_\_ (Customers)  
(Parent or Legal Guardian)

**RECITALS** (Classes, competitions, performances, practices, private instructions, trip or event)

- A. 1<sup>st</sup> Impression Drill/Dance/Cheer Studios & Gym provides instruction and services relating to Martial Arts, cheerleading, drill team, hip hop & any type of dance or fitness activity. As well as Franklin High School, Glendale High School and or any event staff or locations.
- B. Customer(s) wish for \_\_\_\_\_ (Student) to receive such instructions and services and has agreed to release 1<sup>st</sup> Impression Drill/Dance/Cheer All Star Studios & Gym as set forth below as part of the consideration for such instruction and services.

NOW, THEREFORE, the parties agree as follows:

**AGREEMENT**

1. **Risk.** Customer understands that cheerleading, drill team hip hop, & all types of dance or fitness activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. Customer expressly and voluntarily assumes all risk that, subsequent to executing this Agreement, student will incur or suffer personal or bodily discomfort, loss, personal injury, disability, death, damage, or property damage, or any of these, which are in some way caused by or related to the instruction, activities, or services provided by 1<sup>st</sup> Impression Drill/Dance/Cheer All Stars Studios & Gym. Further, there is a risk that such bodily injury, discomfort, loss, bodily damage of disability, or any of these, may be more serious than the undersigned knows, expects, or anticipates.
2. **Release.** In consideration of the covenants and provisions of this Agreement, Customer forever releases and discharges and holds 1<sup>st</sup> Impression Drill/Dance/Cheer Studios & Gym and its affiliates, representatives, employees, attorneys, and agents of an from any and all claims, debts, liabilities, demands, obligations, promises, acts, cost and expenses (including without limitation attorney's fees and costs), injuries, acts or omissions, whether known or unknown, suspected or unsuspected, in connection with or relating to the instruction, activities, or services provided to the student by the releases' including travel, lodging, or other activities undertaken off-site which are sponsored by the releases. Customer agrees and acknowledges that this release applies to both known and unknown claims and, upon advice of Customer's independent legal counsel, agrees to waive the benefits of California Civil Code section 1542, and any similar federal statutes, which states as follows:
3. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
4. **Indemnity.** Customer(s) hereby agree, jointly and severally, to indemnify, defend and hold 1<sup>st</sup> Impression Drill/Dance/Cheer Studios & Gym harmless from and against any claim, cause of action, action, damage, death, liability, obligation, expense, lien, demand, account, and/or costs (including payment of attorneys' fees and legal costs actually incurred whether or not litigation is commenced) based on, in connection with, or arising out of any bodily discomfort, loss, bodily injury, disability, death, or any damage of any nature whatsoever.
5. **Emergency Medical Information.** Customer(s) have provided on Exhibit A attached hereto all emergency medical information relevant to the Student.
6. **Integration.** This Agreement constitutes a single integrated written contract expressing the entire agreement between the parties hereto relative to the subject matter hereof. This agreement supersedes all prior or contemporaneous agreements.
7. **Law.** This Agreement shall be governed by and shall be interpreted in accordance with California law.
8. **Rules & Policies.** Customer(s) agree to adhere by all the rules and policies posted in the 1<sup>st</sup> Impression Drill/Dance/Cheer All Stars Studios & Gym facility and listed online at [www.1stImpressionDDC.com](http://www.1stImpressionDDC.com)
9. **Usage of Likeness Release.**

I understand and agree that videos and photographs will be taken throughout all events of all cheerleading activities. These videos and photographs and the likeness of the undersigned Student are for official use by 1<sup>st</sup> Impression Drill/Dance/Cheer All Star Studios & Gym; on its website, brochures, flyers and other advertising materials. We understand that the undersigned Student might be in these videos and photographs and agree to let 1<sup>st</sup> Impression Drill/Dance/Cheer All Stars Studios & Gym use his/her likeness. 1<sup>st</sup> Impression Drill/Dance/Cheer All Stars Studios & Gym will not release or sell these photos or videos to any other company for profit. Videos and photos are use for 1<sup>st</sup> Impression Drill/Dance/Cheer All Stars and its affiliates exclusively. \_\_\_\_\_ **Customer(s) Initials.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**1<sup>st</sup> Impression All Star LLC, Drill/Dance/Cheer, Studios & Gym**  
3001 Gilroy St. Los Angeles, CA 90039 TEL: (323) 377-6680 [www.1stImpressionDDC.com](http://www.1stImpressionDDC.com)

Parent/Guardian Signature: \_\_\_\_\_ (Customer(s)) Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ (Student/Participant) Date: \_\_\_\_\_

1<sup>st</sup> Impression Drill/Dance/Cheer ALL Stars Studios & Gym Signature: \_\_\_\_\_ (Witness) Date: \_\_\_\_\_

**Make sure you have the 1<sup>st</sup> Impression Drill/Dance/Cheer All Stars LLC, Studios & Gym Medical Information Form that MUST accompany this form!**