

Spirit Athletics, LLC & Spirit Athletics Booster Club
29001 Solon Road Unit M, Solon, Ohio 44139
PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services and activities provided by Spirit Athletics LLC (hereinafter collectively referred to as SA) and Spirit Athletics Booster Club (hereinafter collectively referred to as SABC), including but not limited to all aspects of cheerleading, tumbling, trampoline, dance training, fitness, conditioning, and other services provided, I hereby voluntarily agree to release, discharge, and hold harmless SA and SABC indefinitely, including their owners, officers, shareholders, agents, employees, contractors, and all other persons or entities acting in any capacity on their behalf from any and all liability, claims, demands, actions, or rights of action arising from injury to the person or property of myself and the children listed below occurring on the premises of SA and SABC, as well as events and activities sponsored, sanctioned, or attended by SA and/or SABC off the premises of SA and SABC including travel to and from aforementioned events and activities. This release is intended to be binding upon myself, my children, my parents, my heirs, assignees and successor in interest, and anyone claiming by or through myself or the child.

This release includes but is not limited to any claims of negligence, dangerous conditions, latent defect, premises liability, code violation, negligent security, failure to warn, vicarious liability, negligent hiring, negligent supervision, negligent maintenance or improper/dangerous equipment; it is intended to be as broad as permissible under Ohio Law. Should SA or SABC 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. In the event that I file lawsuit against SA or SABC, I agree to do so solely in the State of Ohio and I further agree that the substantive and procedural laws in that state shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against SA or SABC on the basis of any claim from which I have released SA and SABC by signing this agreement.

I am fully aware that any activity involving motion, height, or athletic activity creates the possibility of serious injury, including paralysis and death. I understand and acknowledge that the activities that I, my child, and other participants engage in while on the premises or under the auspices of SA or ABAC pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, property, or to third parties. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with SA and SABC related activities. My participation and that of my child is purely voluntary. I elect for myself and my child to participate in such activities in spite of the risks.

I understand that SA and SABC may produce promotional material relating to its programs. I consent and authorize the release, publication, dissemination, distribution, use, and/or reproduction of any and all photographs, audio, and video of my child and our family during his/her participation in activities and/or events sponsored, sanctioned, or attended by SA and/or SABC off the premises of SA and SABC.

I attest that all information presented is factual. I certify that the child is in good health and may participate in activities at SA and SABC. I certify that the child has health, accident, and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I and my child are willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition. I understand that the owners, instructors, contractors, volunteers, and other staff of SA and SABC are not physicians or medical practitioners of any kind. With the above in mind, I hereby release SA and SABC owners, instructors, contractors, volunteers, and other staff to render temporary first aid to my child in the event of any injury or illness. In case of emergency requiring medical treatment, the undersigned hereby authorizes SA and SABC to take myself and/or my child to a qualified medical or hospital facility for care and treatment, including calling an ambulance if deemed necessary.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS DOCUMENT IN ENTIRETY.
I UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND BY ITS TERMS.**

Signature of Parent or Legal Guardian: _____ Date: _____

Printed Name of Parent or Legal Guardian: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Child #1 Name: _____ Birthdate: _____

Child #2 Name: _____ Birthdate: _____

Child #3 Name: _____ Birthdate: _____

Child #4 Name: _____ Birthdate: _____