



Apex Cheer & Athletics, LLC
 4119 S. Main
 Stafford, TX 77477

Participant Release and Waiver Form

Athlete's Name _____ Date of Birth _____

Parent / Guardian Name _____

Parent / Guardian Phone _____ Emergency Phone _____

Home Address _____

City _____ State _____ Zip _____

Parent / Guardian Email _____

Express Assumption of Risk and Release of Liability

I, on my own behalf and on behalf of Minor (also referred to as "Athlete" and "Participant" above), acknowledge that no warranty, either express or implied, is made by Apex Cheer & Athletics LLC, BWJ Holdings, LLC or any of their members, officers, managers, owners, employees and agents (collectively the "Released Parties") as to the premises or programs offered by the Released Parties and that there are numerous dangerous conditions, risks and hazards relating to the use of the premises and programs, including but not limited to any and all risks associated with cheerleading, gymnastics, acrobatics, stunting, jumping, climbing and other related activities; and structures and other improvements on the premises and within the programs creating hazardous and dangerous conditions. I, on my own behalf and on behalf of Minor, understand that in any physical activity including but not limited to cheerleading, gymnastics, acrobatics, stunting, climbing and other activities which involve motion, rotation or height, there is the risk of injury or death due to falls, injury or death due to negligence on the part of Minor, trainer, training partner, or other surrounding people, and injury or death due to improper use or failure of equipment. I, on my own behalf and on behalf of Minor, willingly assume full responsibility for the risks exposed to Minor and accept full responsibility for any injury or death that may result from participation in any activity or class while at or under direction of the Released Parties. I, on my own behalf and on behalf of Minor, do hereby, of my own free will, grant the Minor the right to participate in the programs offered by Apex Cheer & Athletics LLC. I, on my own behalf and on behalf of Minor, assume all risk of being on the premises and participating in the programs and will not make any claim or institute any suit or action at law or in equity against the Released Parties with respect to injuries or damages to person or property relating to his or her presence on the premises or participation in such programs. In consideration for the right of the Minor to enter on the premises and to partake in the programs of Apex Cheer & Athletics LLC, and for the right of the Minor to participate in any related trips, I, on my own behalf and on behalf of Minor, and on behalf of our heirs, representatives, successors and assigns (collectively the "Releasing Parties") voluntarily release, discharge and agree to protect, indemnify, defend, and to save and hold harmless the Released Parties from and against any and all liability, claims, demands or causes of action of any type arising out of or related to any loss, damage or injury, including death, that may be sustained while on or about the premises or on any trips or while otherwise participating in the programs of Apex Cheer and Athletics LLC (including, but not limited to, claims for loss of consortium, medical insurance subrogation, all hospital liens and any other valid lien), demands, causes of action (including, but not limited to, those brought by, through or under the Releasing Parties) of any sort and damages, including attorney's fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the presence on or use of the premises, including all improvements thereon, regardless of whether same may result from the Released Parties' negligence or gross negligence whether such negligence or gross negligence is active or passive, and whether such negligence or gross negligence is the sole proximate cause or a joint and concurrent proximate cause resulting in damages or injury, including death. **I, ON MY OWN BEHALF AND ON BEHALF OF MINOR, EXPRESSLY AGREE THAT THE FOREGOING PROVISIONS SHALL APPLY TO THE NEGLIGENCE OF THE RELEASED PARTIES.**

Signature of Parent or Legal Guardian: X _____ Date: _____

Medical Release

I, on my own behalf and on behalf of Minor, hereby certify that I know of no medical problems that would increase Minor's risk of illness or injury as a result of participation in Apex Cheer & Athletics LLC programs. I, on my own behalf and on behalf of Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, on my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness or injury by participating in Apex Cheer & Athletics LLC program(s). In the event of such illness or injury, I authorize Apex Cheer & Athletics LLC to obtain necessary medical treatment of Minor and hereby, on my own behalf and on behalf of Minor, hold harmless and release and forever discharge Released Parties in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills and costs that may be incurred on behalf of Minor for any illness or injury that Minor may sustain while participating in the programs or on the premises.

Signature of Parent or Legal Guardian: X _____ Date: _____

Photo / Video Release

I, on my own behalf and on behalf of Minor, authorize Apex Cheer & Athletics LLC to use photographs, video and/or other likenesses of the Minor for use in Apex Cheer & Athletics LLC promotional materials, sales materials, and/or website and I waive any rights of compensation or ownership thereto. I further waive the right to inspect or approve the finished product, including written or electronic copy, wherein Minor's photo or video appears. I, on my own behalf and on behalf of Minor, hereby hold harmless and release and forever discharge Apex Cheer & Athletics LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other person(s) acting on my behalf or on behalf of my estate, may have by reason of this authorization.

Signature of Parent or Legal Guardian: X _____ Date: _____

I, on my own behalf and on behalf of Minor, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, on my own behalf and on behalf of Minor, am aware that this Participant Release and Waiver Form releases Released Parties from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury and/or death. I, on my own behalf and on behalf of Minor, understand that by signing this form, I am waiving valuable legal rights. I, on my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: X _____ Date: _____