



**WAIVER OF LIABILITY
AND
INDEMNIFICATION AGREEMENT**



THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION OR OBTAIN ANY OTHER RELIEF OR REMEDY ARISING FROM ACTIVITIES AT SPIRIT CHEERLEADING AND/OR SPIRIT CHEERLEADING ALL STARS, INC.

In consideration of being allowed to enter the facility at Spirit Cheerleading and/or Spirit Cheerleading All Stars and/or participate in any activities, events or use of the equipment and facilities therein the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following conditions:

I represent that I am the participant or am the parent or legal guardian of the participant(s) named below, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf. I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any session, event or program or use of the equipment, and facilities at Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc.

I understand that participation in Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc., activities is risky and that risks of injury include, without limitation, scrapes, bruises, cuts, and even more serious injuries, such as paralysis or death can occur, and I fully accept and agree to assume all of these risks including risks arising from the negligence of other participants, for myself and my child or ward. With the full understanding of the risks stated above I, for myself and my child or ward, hereby release, hold harmless, and indemnify Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc., and the owners, officers, directors and managers of such entity and their heirs, successors and assigns, in connection with the participation of myself, my child or my ward in activities at this Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc., facility.

Further, I as participant or as parent or legal guardian of the participant(s) hereby indemnify and hold harmless Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc., and its employees, agents and contractors from and against any and all liabilities, fines, claims damages, injuries and actions, costs and expenses (including attorney fees) of any kind or nature sustained by anyone whosoever arising out of any act or omission, negligence, or neglect of Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc., or its employees, members, guests, servants, merchants, agents or invitees relating to: (i) participants' participation in or use of the premises or equipment located thereon or equipment delivered by or belonging to Spirit Cheerleading and/or Spirit Cheerleading All Stars, Inc.; (ii) arising from any injury or death of any person(s) during use of the premises or equipment thereon; or (iii) damage to, theft of or destruction of personal property at the premises.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND MY CHILD(REN) OR WARD(S) BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

By signing below, I have read and agreed to the Liability Waiver:

Participants name: _____ Date of Birth: _____ Today's Date: _____
Address: _____
Parent/Guardian: _____ Contact number () _____
Email Address _____ Signature: _____