

# Participant Release & Waiver Form

Athlete's Full Name \_\_\_\_\_ Athlete's Date of Birth \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State, & Zip Code \_\_\_\_\_

Athlete's Home and Cell Phone Number \_\_\_\_\_

Parent/Guardian's Full Name \_\_\_\_\_

Parent/Guardian's Cell Phone \_\_\_\_\_ Parent/Guardian's Work Phone \_\_\_\_\_

Parent/Guardian's Email Address \_\_\_\_\_

## 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 Dana Girls, 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 Dana Girls, 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 Dana Girls, 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 Dana Girls, 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: \_\_\_\_\_ 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 Dana Girls, 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 Houston Elite Cheer program(s), LLC. In the event of such illness or injury, I authorize Dana Girls, 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: \_\_\_\_\_ Date: \_\_\_\_\_

