



PARTICIPANT AGREEMENT, REALEASE, AND ASSUPTION OF RISK

In consideration of the services of San Diego Show All Star Cheer and Dance, its employees, agents, officers, directors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SDSAS"), I hereby agree to release, discharge, and hold harmless SDSAS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of SDSAS pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. The following describes some, but not all, of those risks:
2. Cheerleading and tumbling, including performances of stunts and use of trampolines, tumble traks or any other gym equipment; entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify SDSAS from any and all liability.
3. Should SDSAS 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.
4. I certify that my 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 am 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.
5. In the event that I file lawsuit against SDSAS, I agree to do so solely in the State of California and I further agree that the substantive and procedural laws in the 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.
6. 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 SDSAS on the basis of any claim from which I have released SDSAS by signing this Agreement.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature: _____ Print Name: _____ Date: _____

Name of Child (if under 18): _____

PHOTO RELEASE

I give San Diego Show All Star Cheer and Dance the right to film, photograph, and/or video tape me for any reproductions associated or in any way connected with said television or filmed events: in particular reproduction for use in any form of advertisement for San Diego Show Cheer Organization promotional purposes and do not expect compensation for the use of my image.

SIGNATURE: _____ Print Name: _____ Date: _____