



CP Studios/Cheer Perfection Studios

2790 El Camino Real, Santa Clara, CA 95051 408-37-CHEER (4337)

www.cheerperfectionstudios.com



PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, WAIVER AND GENERAL RELEASE OF LIABILITY, AND INDEMNIFICATIONS.

(Please read this document carefully; by signing it, you are giving up your and/or your minor's legal rights)

In consideration of being allowed to participate in CP Studios/Cheer Perfections Studios (hereafter referred to collectively as CP STUDIOS) facility services and activities, including, but not limited to; Tumbler Trak™ and trampoline access, cheerleading, tricking, aerial stunting, dancing, tumbling, various types of fitness conditioning apparatus, spring floors, hardwood dance floors, mats, events such as birthday parties, dance parties, camps, classes, meetings, and other ceremonies (collectively "ACTIVITIES"), provided by CP STUDIOS and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively CP STUDIOS), I, on behalf of myself, and/or on behalf of my minor child/ward, hereby agree to forever release, indemnify and discharge CP STUDIOS on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could, in any way, represent me or act on my behalf as follows:

- (1) ASSUMPTION OF RISK:** I acknowledge that I and/or my child/ward, for whom I represent that I have full authority as a parent or legal guardian to bind the minor participant to the agreement, am voluntarily participating in the ACTIVITIES, which I agree are inherently dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or death, deriving from, but not limited to; equipment malfunctions, lack of supervision and/or trained spotters or coaches, lack of proper equipment or padding, netting, or other safety measures, slipping, falling or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my child/ward, CP STUDIOS, and/or any other person and/or entity. In spite of all known or unknown risks, I freely want myself or my child/ward to participate in the ACTIVITIES and as such I assume all of the responsibility for injury, permanent disability, or death that may result, as well as any required medical assistance at my own expense. In the event of an emergency, I acknowledge and authorize CP STUDIOS to secure from any licensed hospital; physician and/or medical personnel any treatment deemed necessary for me or my child/ward to obtain immediate care and agree that I will be responsible for payment of any and all medical services rendered.
- (2) RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy, and forever discharge CP STUDIOS on my own behalf, that of my child/ward, and anyone acting on my own behalf or on behalf of my child/ward and agree to hold CP STUDIOS harmless from all manner of action(s) or omissions committed by CP STUDIOS, whether the action arises out of any damage, loss, personal injury, permanent disability, or death to me or my child/ward, while participating in any of the ACTIVITIES. This Release of Liability is effective and valid regardless of whether the damage, loss, or death is a result of any negligence, act or omission on the part of CP STUDIOS.
- (3) INDEMNIFICATION:** I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and or suffered by CP STUDIOS, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgements CP STUDIOS incurs in the event that I or my minor child/ward cause any injury, damage, and/or harm to CP STUDIOS and/or any and all other persons and entities acting in any capacity of CP STUDIOS.

(4) ATTORNEY'S FEES: I promise to indemnify CP STUDIOS for any attorneys' fees and/or other costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of CP STUDIOS, pre-judgment and post-judgment interest shall accrue thereon at the legal rate.

(5) PHOTO RELEASE: By entering CP STUDIOS and participating in the ACTIVITIES, I hereby grant CP STUDIOS, on behalf of myself and on behalf of my child/ward, the irrevocable right and permission to photograph and/or record me or my child/ward, in connection with CP STUDIOS and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(6) TERM OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child/ward visit CP STUDIOS, whether at the current location or any other location or facility.

(7) VENUE/ARBITRATION: In the event that a lawsuit is filed against CP STUDIOS, I agree to the sole and exclusive venue of the County of Santa Clara. I further agree that the substantive law of California shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in the County of Santa Clara, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. **I understand that by entering into this agreement containing this arbitration provision, I am surrendering and waiving the right I and/or my child/ward would otherwise possess to submit a dispute between CP STUDIOS and me for resolution by court or jury, including an appeal to a higher court.**

By signing this document, I understand that I may be found by a court of law to have forever waived any right I and/or my child/ward may have to maintain any action against CP STUDIOS on the basis of any claim from which I have released CP STUDIOS and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree that all releases, waivers, and promises herein are binding on the minor participant(s) listed below, and I further agree that I have full authority as Parent/Guardian to bind the minor participant to this agreement.

PARTICIPANT NAME: _____

BIRTH DATE: _____ **ADDRESS** _____

TEAM/AFFILIATION NAME: _____

EMERGENCY CONTACT: NAME _____ CONTACT # _____

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN EMAIL: _____

PARENT/GUARDIAN SIGNATURE: _____

MEDICAL INSURANCE: CARRIER _____ ID# _____