

**Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

In consideration of membership at Cheer St. Louis, LLC and being allowed to participate in Cheer St. Louis, LLC events, practices, and/or athletic activities including cheerleading, tumbling, open gyms and trial classes the parent(s) and/or legal guardian(s) of the minor participant named below agree:

**Assumption of Risk**

I, and the participant(s) understand the nature of this gym's activities and sponsored events and certify that the participant(s) is qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I or the participant(s) believe the event conditions are unsafe, he/she will immediately discontinue participation in the activity. I and the participant(s) fully understand that this activity involves risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, inactions, those actions of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and there may be other risks either not known to me and/or participant(s) or not readily foreseeable at this time. I and the participant(s) fully accept and assume all such risk and responsibilities for losses, costs and damages I and or participant(s) incur as a result of my participating in the activity.

**Release and Waiver of Liability**

I and participant(s) hereby, release, discharge, and covenant not to sue Cheer St. Louis, LLC, its respective administrators, directors, agents, officers, volunteers, employees, any sponsors, advertisers, owners and lessors of the premises on which the activity takes place, (each considered one of the "releases" herein) from liability of claims demands, losses or damages, on my account caused or alleged to be caused in whole or in part by negligence of the "releases" or otherwise, including negligent rescue operations.

**Indemnity Agreement**

I and participant(s) future agree that if, despite this release, waiver or liability and assumption of risk, I participant(s) or anyone on my behalf, makes a claim against any of the releases, I and participant(s) will indemnify, save and hold harmless each of the releases from any loss, liability, damage or cost, which any may incur as the result of such claim.

I and participant(s) have read the release and waiver of liability, assumption of risk and indemnity agreement, and understand that I and participant(s) have given up substantial rights by signing it and have signed it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greater extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

And I, as the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity.

Parent/Legal Guardian Signature: \_\_\_\_\_

Parent/Legal Guardian Printed Name: \_\_\_\_\_

Athlete Printed Name: \_\_\_\_\_