

RELEASE OF LIABILITY, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of membership at Cheer St. Louis, LLC ("Cheer St. Louis") and being allowed to participate in Cheer St. Louis activities, events, practices (in-person and/or virtual), and/or athletic activities including, but not limited to, cheerleading, tumbling, open gyms, virtual sessions (team, small group and private) and trial classes the parent(s) and/or legal guardian(s) of the minor participant:

Assumption of Risk

I, and the participant(s) understand the nature of Cheer St. Louis' 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 activity conditions are unsafe, he/she will immediately discontinue participation in the activity. I and participant(s) understand, acknowledge and agree that for virtual sessions I am fully responsible for insuring that (i) all necessary supervision and equipment for such virtual sessions is available, including, but not limited to, mats, safety equipment, and/or and spotters, (ii) the conditions are safe for the activities and (iii) participant(s) are supervised in performing such activities by me or other adult physically present with participant(s). I and the participant(s) fully understand that participation in activity with Cheer St. Louis 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 activity, the conditions in which the activity takes place, or the negligence of the "releasees" 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 risk and responsibilities for losses, costs and damages I and/ or participant(s) incur as a result of participating in the activity.

Virtual Activity Permission, Release and Responsibility: I hereby grant permission for my child(ren) to participate in virtual sessions through Zoom, Google or such other virtual platform, including team, small group and/or private sessions. I understand and acknowledge the virtual sessions may be recorded and hereby grant permission for the recording of such virtual sessions. I further understand and agree that my child(ren) shall participate in such sessions in a public place in our home or elsewhere which is a place where I or other responsible persons may see and participate in the virtual session with the participant(s). I agree and understand that I am solely responsible for providing all necessary supervision and equipment for such virtual sessions, including, but not limited to, all necessary mats, safety equipment, and/or spotters. It is my sole responsibility to limit, prevent or restrict participant(s)'s participation in the activity or virtual session if conditions, necessary equipment and/or supervision is not available to participant(s). I release Cheer St. Louis from any and all responsibility and liability with respect to virtual sessions and agree that all terms of the Liability Release (above) are applicable to virtual sessions and are hereby incorporated herein.

Release and Waiver of Liability

I and participant(s) hereby, release, discharge, and covenant not to sue Cheer St. Louis, its respective administrators, directors, agents, officers, volunteers, employees, any sponsors, advertisers, owners and/or lessors of the premises on which the activity takes place (including all locations utilized in any virtual session), (each considered one of the "releasees" herein) from any and all liability, claims, demands, losses or damages, on my and/or participant(s) account, whether or not caused or alleged to be caused, in whole or in part, by negligence of the "releasees" or otherwise, including, but not limited to, as a result of the instruction, rescue operations or conditions.

Indemnity Agreement

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

I and participant(s) have read the assumption of risk, release and waiver of liability, 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 greatest 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 participant(s) experience and capabilities and believe the participant(s) minor is/are qualified to participate in such activity.

Parent/Legal Guardian Signature: _____ Date _____

Parent/Legal Guardian Printed Name: _____

Athlete Printed Name: _____

