California Spirit Elite
Release Agreement

THE AGREEMENT BELOW IS MADE EFFECTIVE AS OF ____/____/_____ (date) BY AND BETWEEN CALIFORNIA SPIRIT ELITE, INC. AND _____ (parent/legal guardian).

RECITALS

A. California Spirit Elite, Inc. provides instruction and services relating to cheerleading and tumbling.
B. Customer(s) wish for _____ (athlete) to receive such instruction and services and has agreed to release California Spirit Elite, Inc. as set forth below of the consideration for such instructions and services.

AGREEMENT

1. ***RISK***—Customer understands that cheerleading activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. Customer expressly and voluntarily assumes all risk that subsequent to executing the Agreement, athlete will incur or suffer personal or bodily discomfort, loss, personal injury, disability, death, damage or property damage, or any of these, which are in some way caused by or related to the instruction, activities or services provided by California Spirit Elite, Inc. Further, there is a risk that such bodily injury, discomfort, loss, bodily damage or disability, or any of these, may be more serious than the undersigned knows, expects or anticipates.
2. ***RELEASE***—In consideration of the covenants and provisions of this Agreement, customer forever releases and discharges and holds California Spirit Elite, Inc. and its affiliates, representatives, employees, attorneys, and agents of and from any and all claims, debts, liabilities, demands, obligations, promises, acts, costs and expenses (including without limitation attorney's fees and negligence or non-willful acts or omissions, whether known or unknown, suspected or unsuspected, in connection with or relating to the instruction, activities or services provided to the athlete by the releasees' including travel, lodging or other activities undertaken off-site which are sponsored by the releasees. Customer agrees and acknowledges that this release applies to both known and unknown claims and upon advice of customers independent legal counsel, agrees to waive the benefits of California Civil Code Section 1542, and any similar Federal Statutes, which states the following:
    a. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.
3. ***INDEMNITY***—Customer(s) hereby agree, jointly and severally, to indemnify, defend and hold California Spirit Elite, Inc. harmless from and against any claim, cause of action, action, damage, death, liability, obligation, expense, lien, demand, account, and/or costs (including payment of attorney's fees and legal costs actually incurred whether or not litigation is commenced). Based on, in connection with, or arising out of any bodily discomfort, loss bodily injury, disability, death or damage of any nature whatsoever.
4. ***EMERGENCY MEDICAL INFORMATION***—Customer(s) have provided on exhibit a attached here to all emergency medical information relevant to the athlete.
5. ***ARBITRATION***—Except for matters within the purview of the California small claims court act, any controversy or claim arising out of or relating to this Agreement or the making, performance or interpretation of it, shall be settled by arbitration in Alameda County Pursuant to the California Arbitration Act CCP § 1280, et seq., and judgement on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
6. ***INTEGRATION***—This Agreement constitutes a single integrated written contract expressing the entire Agreement between the parties hereto relative to the subject matter hereof. This Agreement supersedes all prior or contemporaneous Agreements.
7. ***LAW***—This Agreement shall be governed by and shall be interpreted in accordance with California law.
8. ***RULES & POLICIES***—Customer(s) agree to adhere by all the rules and policies posted in the California Spirit lite, Inc. Facility and listed on the "Rules and Policies" hand out that is located on the back of the monthly schedule, written in the "All Star Parent Guide" or given to the customer(s).

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

California Spirit Elite, Inc.

_____ _____
Parent or Legal Guardian Print Name Relationship to Athlete

_____ _____ _____
Parent or Legal Guardian Signature Athlete Name Date

Revised: 2/20/2018