



Agreement of Compliance Form JAMZ EVENTS

Medical Treatment, Liability Release, & Appearance Agreement for JAMZ American Spirit Connection, Inc.

- A.** As the parent or legal guardian of the above-listed child, I freely acknowledge that I have voluntarily registered my child to participate in cheerleading activities of JAMZ AMERICAN SPIRIT CONNECTION, INC., a California corporation (hereinafter "JAMZ"), which include dance, gymnastics, stunting, jumping and tumbling components. I acknowledge that my child's participation in the JAMZ cheerleading activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries to my child, my child's death, damage to property, and injury to others. I understand that such risks are inherent in the activities and that even with precautions and safety measures they simply cannot be eliminated without jeopardizing the essential qualities of the activities. I also understand and acknowledge that injuries received by my child may be compounded or increased by negligent rescue operations or the assistance of JAMZ Representatives (defined below). Understanding such dangers, I here by knowingly and voluntarily enroll my child in JAMZ cheerleading events, I give my permission for my child to engage in the activities described herein, and I assume the risk of the activities involving my child. I understand that my child would not have permission to participate in the JAMZ cheerleading activities without agreeing to these terms and conditions.
- B.** I represent that my child is in good health, that I adequately informed JAMZ Representatives running the activities of any special instructions regarding my child's health or physical condition. I certify that I have adequate insurance to cover any injury or damage that my child may suffer while participating in the JAMZ cheerleading activities. I agree to bear the costs of any injury or damages my child may suffer while participating in the JAMZ cheerleading activities. I here by authorize JAMZ Representatives to call for medical care for my child or to transport my child to a medical facility or hospital if in the opinion of such personnel, my child needs medical attention. I hereby authorize and grant permission to emergency medical personnel to administer first aid or immediate medical treatment to my child should my child become injured or ill.
- C.** On behalf of my child and myself, I hereby knowingly and voluntarily release and forever discharge JAMZ or its employees, agents, coaches, instructors, assistants, officers, directors, owners, shareholders, subcontractors, and any other representatives or affiliates and their respective heirs, successors, and assigns (collectively with JAMZ, "JAMZ Representatives") from any and all liability arising out of or in connection with the above-described activities involving my child. "Liability" means any and all claims, demands, losses, causes of action, lawsuits or judgments of any and every kind that occurs during or incidental to the above-described activities, that results from any cause whether caused by the negligence of the JAMZ Representatives or otherwise.
- D.** I hereby agree to and shall indemnify, defend, save and hold harmless JAMZ Representatives from and against any and all loss, liability, damage, or cost JAMZ Representatives may incur, including attorneys' fees and litigation costs, arising out of or related to the above-described activities, whether caused by the negligence of JAMZ Representatives or otherwise.
- E.** I hereby agree that the assumption of risk, the release and waiver of liability, and the indemnity agreements contained herein extend to all acts of negligence by JAMZ Representatives including negligent rescue operations, is intended to be as broad and inclusive as is permitted by the laws of California and any other state whose laws apply to the activities described herein, and that if any portion of this form is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- F.** I give JAMZ Representatives the right to photograph or video tape my child, or likeness of my child, for any reproductions associated or in any way connected with any televised or filmed event undertaken by JAMZ. Specifically, I hereby for- ever and irrevocably grant to JAMZ a license and permission to use any such photographic or video reproduction of my child in any form of advertisement for JAMZ or its promotional purposes.
- G.** By signing this form I represent that I have read this form thoroughly and understand it completely, including the substantial legal rights I am giving up for my child and myself by signing it. I have had the opportunity to have my own attorney review this form and my attorney has done so or I have knowingly and voluntarily chosen not to have my attorney review this form. I have signed this form freely and voluntarily without inducement of any kind or guarantee being made by JAMZ Representatives or any one else. I intend by my signature for this form to be a complete and unconditional release of any and all liability to the greatest extent allowed by law. I understand and agree that this form can not be amended or modified by any oral statements or other writings from any JAMZ Representatives and that it is binding on my child, myself, and our heirs, successors, distributes, guardians, legal representatives, and assigns.