Cheer Champs Elite Participation Waiver & Release Form

Cheer Champs Elite West Coast contactus@cheerchampswest.com

Every Participant MUST have a Fully Completed and signed Release Form turned in prior to the start of the Event in order for Athlete to compete!

Organization Gym Name (as Registered)	Team Name	Event Name	Event Date
Athlete Participant's Name	Date of Birth	Age	Division Level
Home Address	City	State	Zip
Name of Parent Legal Guardian	Email Address	Day Phone	Cell Phone
Health Insurance Carrier Name	Health Insurance Phone #	Policy #	Group #

In consideration for participation in competitions and/or other events that Cheer Champs Elite (collectively "CCE"), Cheer Champs Elite West Coast (collectively "CCEWC") and/or any of their respective subsidiaries, affiliates, successors and/or assigns, sponsors, administers, manages, provides instruction for or is otherwise involved with in any manner, directly or indirectly, at any time during the calendar year September 1, 2023 thru August 31, 2024 and the use of the property, facilities, services, and instruction of Cheer Champs Elite, today, and on al future days (the "Additional Services") (the Competitions and the Additional Services are collectively referred to herein as the "Events"), the participant, his or her parent or guardian and all of their heirs, assigns and personal representatives (collectively the "Participant"), hereby agree to the following:

I, _______, a Minor, hereby grant the permission necessary to allow the "Participant" to compete in the above "Event" held by "CCE" or "CCEWC". I acknowledge and agree, in my own behalf and on behalf of the Minor, that Cheerleading Competitions subjects "Participant" to the possibility of physical illness or injury (mininal, serious, catastrophic, and/or death) and that I, in my own behalf and on the behalf of the "Participant", acknowledge that the "Participant" is assuming the risk of such illness or injury by participating in this event. In the event of illness or injury, I authorize "CCE" or "CCEWC". to obtain necessary medical treatment for the "Participant" and hereby, in my own behalf, and on the behalf of the "Participant", release and hold harmless ""CCE" or "CCEWC". the hosting site, on whose premises the "Event" will occur, all employees, volunteers, athletics trainers, and directors of "CCE" or "CCEWC". I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of the "Participant" for any illness or injury that they may sustain during the Event and while traveling to and from the site for the Event, whether or not the Event actually occurs.

1. The "Participant" understands that as in all athletic endeavors there are risks in and around the "Activities" including but not limited to injury, sickness and in some cases death. The "Participant" agrees to assume any and all risks arising out of or related to the "Activities", including, without limitation, the risks of physical injury, emotional injury, sickness, death, property damage, falls, collisions with people or stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

2. The "Participant" authorizes the "CCE" or "CCEWC". to transport or authorize transportation of the "Participant" to a medical facility and/or hospital and for the "CCE" or "CCEWC". to authorize emergency medical treatment to the "Participant".

3. The "Participant" understands that as in all athletic endeavors there are risks in and around the "Activities" including but not limited to injury, sickness and in some cases death. The "Participant" agrees to assume any and all risks arising out of or related to the "Activities", including, without limitation, the risks of physical injury, emotional injury, sickness, death, property damage, falls, collisions with people or stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

4. The "Participant" authorizes the "CCE" or "CCEWC". to transport or authorize transportation of the "Participant" to a medical facility and/or hospital and for the "CCE" or "CCEWC". to authorize emergency medical treatment to the "Participant".

5. The "Participant" hereby releases and forever discharges the "CCE" or "CCEWC". , all of their officers, directors, owners, agents, members, contractors, employees and other representatives, and the owners, lessees, managers and licensees of the facility and/or property in which the "Activities" are held, and all of their heirs, personal representatives, successors and assigns, as the case may be (all of the foregoing are collectively the "Released Parties"), from any and all acts of active or passive negligence on the part of the "CCE" or "CCEWC". and/or any of the other Released Parties, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings whatsoever, known or unknown, accrued or accrued, arising out of or related to this Competition General Release, Indemnification, Publicity Release and/or invasion (this "Agreement"), the "Participant" and/or the "Participant's" involvement in the "Activities", including without limitation, those based on death, physical injury, emotional injury, property damage, libel, slander and/or invasion of privacy.

6. The "Participant" hereby agrees to indemnify, defend and hold the "CCE" or "CCEWC". and all of the other Released Parties, jointly and severally, harmless from, any and all liabilities, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this "Agreement", the "Participant" and/or the "Participant's" involvement in the "Activities", including but not limited to, any challenge by the "Participant" to this "Agreement" or any provision thereof, and any suit, action or proceeding brought by the "Participant" and/or any other third party.

7. The "Participant" hereby agrees that this "Agreement" shall apply, without limitation, to any other risks encountered by the "Participant" before, during or after the "Activities", whether or not the "Participant" knows or expects them to exist at the time of signing this "Agreement", including but not limited to driving to or from the "Activities", being present in any facility at which the "Activities" are held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.

8. This "Agreement" shall be enforced and interpreted for "CCE" under the laws of the State of New Jersey (except for New Jersey's conflict of laws principles) and for "CCEWC" under the laws of the State of California (except for California's conflict of laws principles). Should any clause or any part of any clause be determined to be illegal or unenforceable by a court, administrative body or arbitrator of competent jurisdiction, such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected. When "Participant's" parent or guardian, if "Participant" is a minor, signs this Agreement, the term "Participant" as used throughout this "Agreement" will be deemed to include, without limitation: (1) the "Participant's" parent or guardian; and (3) all of their respective heirs, assigns and personal representatives. This "Agreement" shall be a specially, that is, subject to a twelve (12) year statute of limitations. Venue for any legal proceeding(s) arising out of or related to this "Agreement" for "CCE" shall be in Middlesex County New Jersey, or in the United States District Court located in California, f diversity of citizenship exists, and the "Participant" hereby consents to the jurisdiction of all such courts.

9. The "Participant" and/or Legal Guardian hereby grants to the "CCE" or "CCEWC". , and those acting with the authority or permission of the "CCE" or "CCEWC", the unrestricted right to copyright and use, re-use, publish, and republish photographic portraits, pictures and video of the "Participant" or in which the "Participant" may be included in connection with any of the Activities, in whole or in part, separately or in conjunction with other photographs or video, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, art, promotion, advertising and/or trade, and to use the "Participant's" name in connection therewith. The "Participant" hereby further expressly releases and waives any demand, action, claim, license, royalty and any other right to any form of payment the Participant may have based on claims of the "Participant" as to the rights of privacy or publicity.

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS A GENERAL RELEASE, INDEMNIFICATION, MEDICAL PERMISSION, AND PUBLICITY RELEASE AND APPLIES WITHOUT EXCEPTION TO ALL ACTIVITIES (AS DEFINED ABOVE) THAT THE PARTICIPANT COMPETES IN, ATTENDS OR IS OTHERWISE INVOLVED WITH IN ANY MANNER, DIRECTLY OR INDIRECTLY, AT ANY TIME DURING THE CALENDAR YEAR September 1,2023 - August 31,2024

Signature

Print Name

Date