

East Coast Cheer

WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE AND PRESS RELEASE FORM

PERSONAL INFORMATION:

Participant's Name	D/O/B (MM/DD/YY)	Insurance Carrier	Policy #
Address of participant/parent guardian		City	Home phone
Cell phone	Work phone	Parent/guardian email address	

EMERGENCY CONTACTS:

In case of emergency call	Name of emergency contact	Relationship to participant
In case of emergency call	Name of emergency contact	Relationship to participant

MEDICAL INFORMATION:

List any known allergies	Medications
List any injuries in the past 2 years (use back for additional space)	Dates

THIS "WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE AND PRESS RELEASE FORM" IS FOR USE AT ALL EVENTS, PRACTICES, PERFORMANCES AND/OR TRAINING HELD BY EAST COAST CHEER, ITS MEMBERS, VOLUNTEERS AND COACHES.

If you are over the age of 18, you are releasing legal rights for yourself and for your child by initialing and executing this form. READ IT CAREFULLY.

Please review the form carefully and initial the beginning of each paragraph in the spaces provided.

_____**A. [Initial]** As an individual over the age of 18 or as the parent or legal guardian of the above-listed child, I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in cheerleading activities sponsored by East Coast Cheer, (hereafter "ECC"), which include dance, gymnastics, stunting, jumping and tumbling components while conducted at any camp/competition or practice site as designated by the coach/school/parent. I acknowledge that (myself/my child's) participation in cheerleading activities entail both known and unanticipated risks that could result in serious and permanent physical and emotional injuries to death, damage to property, and injury to others. I understand that such risks are inherent in these activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the activities. I also understand and acknowledge that injuries (I/my child) receive(s) may be compounded or increased by negligent rescue operations and as such, I understand that other than telephoning for an ambulance, no medical assistance shall be provided by an ECC member, its agents, staff or other representatives in the event an injury occurs during any activity/event. Understanding such dangers, I hereby knowingly and voluntarily enroll (myself/my child) in any activity/event held/sponsored by members of ECC. I give my permission for my child to engage in the dangerous activities described above, and I assume the risk of the activities involving my child. I understand that (I do not/my child does not) have permission to participate in cheerleading or any other activity/event held/sponsored by any ECC member without agreeing to renounce it, in writing, at which time (I/my child) shall no longer be able to participate in any activity/event held/sponsored by an ECC member.

_____**B. [Initial]** I represent that (I/my child) is in good health and that no condition of (mine/my child) would constrain (me/my child) from safely participating in the activities described in paragraph A. I understand that

failure to provide information of any health condition that would constrain (me/my child) from participation could result in serious injuries or death to (me/my child). I certify that I have adequate insurance to cover any injury or damage that (I/my child) may suffer while participating in an activity/event held/sponsored by ECC. I hereby authorize any ECC member holding/sponsoring the activity/event, or representative of said member to call for medical care for (me/my child) if the opinion of such personnel or (my/my child's) coach medical attention is needed.

_____ **C. [Initial]** On behalf of (myself/my child and myself), I hereby knowingly and voluntarily release and forever discharge all ECC, all their respective employees, agents, coaches, instructors, assistants, officers, directors, owners, shareholders, subcontractors, and any other representative or affiliates and their respective heirs, successors, and assigns (collectively with ECC Representatives) from any and all liability arising out of or in connection with the above described activities involving (myself/my child) at any and every activity/event held/sponsored by a member of ECC. "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 result from any cause whether caused by negligence or otherwise.

_____ **D. [Initial]** I hereby agree to and shall indemnify, defend, save and hold harmless ECC Representatives, all their respective employees, agents, coaches, instructors, assistants, officers, directors, owners, shareholders, subcontractors, and any other representative or affiliates and their respective heirs, successors from and against and all loss, liability, damage, or cost they may incur, including attorneys' fees and litigation costs, arising out of or related to the above-described activities, whether cause by negligence or otherwise.

_____ **E. [Initial]** 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 and is intended to be as broad and inclusive as is permitted by the law in the state in which (I/my child) is participating and any other state whose laws apply to the activities, and that if any portion of this Form is held invalid, it is agreed that the balance shall, notwithstanding, continuing in full legal force and effect.

_____ **F. [Initial]** I give ECC Representative the right to photograph or video tape (my/my child), or likeness of (my/my child), and to disseminate any images or recordings of (me/my child) for any reproductions associated or in any way connected with marketing, advertising, publication or marketing of any event undertaken by ECC and ECC Representatives. Specifically, I hereby forever and irrevocably grant to ECC and ECC Representatives a license and permission to use any such photographic or video reproduction of (me/my child) in any form of advertisement for ECC or any of its member or promotional purposes. I understand that no compensation will be paid by ECC or an ECC Representative for the use of any photographic or video reproduction of (me/my child).

_____ **G. [Initial]** By signing this Form and initialing each paragraph, I represent that I have read this Form thoroughly and understand it completely, including the substantial legal rights I am giving up for (myself/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 of being made.

_____ **H. [Initial]** INTEND BY MY SIGNATURE FOR THIS FORM TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I UNDERSTAND AND AGREE THT THIS FORM CANNOT BE AMENDED OR MODIFIED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND THAT IS IT BINDING ON (ME/MY CHILD AND MYSELF), AND OUR HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

Signature of Participant (if over 18) or Parent/Guardian (if Participant under 18)

Date