



## PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of United States Cheerleading Association, here in after collectively referred to as ("USCA", their agents, owners, officers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge USCA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity my child is about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to my child, to property, or to third parties. **The following describes some, but not all, of those risks:** Cheerleading and Dance entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading and dance students would not improve their skills, and the enjoyment of the sport would be diminished. Cheerleading and Dance exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify USCA from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with me child's participation in this activity.
4. Should USCA, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
5. I certify that my child has health, accident and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that am willing to assume the risk of any medical or physical condition my child may have or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against USCA, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against USCA on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant or parent \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by USCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless USCA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

### PHOTO RELEASE

I \_\_\_\_\_, grant permission and irrevocably authorize USCA to copyright, use and publish for any legal purposes whatsoever any and all movies, videos, and photographs of me/my child and to use them for promotional and/or commercial purposes without recourse or compensation to me. All such photographs shall be the sole property of the above named entity and I release them from any claims whatsoever, which arise in said regard