

**EACH PARTICIPANT MUST COMPLETE THIS FORM. COACHES MAY NOT SIGN THIS RELEASE ON BEHALF OF PARTICIPANT.**

**CHEER PASSION ALLSTARS LIABILITY RELEASE, WAIVER, DISCHARGE AND AGREEMENT NOT TO SUE**

1. I desire to participate in Cheer Passion Allstars Cheerleading program. I fully understand and appreciate the dangers, hazards, and risks inherent in Cheerleading and in any independent activities I undertake supplemental to this Cheerleading program. These dangers can result in injury and impairment to my body, general health, well-being, and could include serious or even mortal injuries and property damage. Further, I am aware that Cheer Passion Allstars' activities involving height and rotation in a unique environment and as such, they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and the mats and other safety equipment and apparatus provided for my protection including in the active participation of a coach or instructor who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

2. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the activity, on behalf of myself, my family, heirs, and personal representative (s). I agree to assume all the risks and responsibilities surrounding my participation in the Activity and to release, waive, forever discharge, and covenant not to sue the State of South Carolina, Cheer Passion Allstars, and its governing board, offices, agents, employees, and any students acting as employees ("Releasees"), from and against any and liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on upon, or in transit to or from the premises where the Activity, or any supplement to the Activity, occurs or is being conducted.

3. I understand and agree that Releasees are granted permission to authorize emergency medical treatment of necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out or in connection with such authorized emergency medical treatment.

4. It is my express intent that this releases and hold harmless agreement shall bind myself, the members of my family or spouse, that I am alive, and my estate, family, heirs, administrators, person representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant" not to sue the Releasees.

5. In signing this release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this release for full, adequate health insurance necessary to provide for and pay any medical costs that me attendant as a result of injury to me.

6. In signing this release, I further understand that Cheer Passion Allstars assumes no responsibility for supervision of students outside of the clinic's designated session times. I further agree that this Release shall be construed in accordance with the laws of the State of South Carolina. If any team

or provision of the Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date \_\_\_\_\_

If the applicant is under the legal age, guardian consent is required.

Guardian's Name: \_\_\_\_\_

Guardian's Signature: \_\_\_\_\_ Date \_\_\_\_\_