

Star Spirit Productions LLC, WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION 2021-2022

TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PRESS RELEASE FORM

Every participant must have a completed and signed Liability Release & Waiver Form.

Liability Release: 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 and dance activities held by Event Producer listed below, (hereinafter "Event Producer"), which include dance, gymnastics, stunting, jumping, and tumbling components. I acknowledge that (my/my child's) participation in cheerleading and dance activities entails known and unanticipated risks that could result in serious and permanent physical and emotional injuries to (myself/my child), (myself/my child's) 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 the Event Producer member, its' agents, staff or other representatives in the event an injury occurs during the event. Understanding such dangers, I hereby knowingly and voluntarily enroll (myself/my child) in events held by Event Producer. 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 and dance activities at an event held by Event Producer without agreeing to the terms and conditions on this release. I understand that this Form is effective for all events held by Event Producer for a twelve month period of time ending August 31, 2022 ("effective period"). I understand that this release and waiver of liability shall continue to be in effect during the above stated effective period until such time as I renounce it, in writing, at which time (I/my child) shall no longer be able to participate in any event held by Event Producer during the effective period.

Medical Waiver: I represent that (I/my child) is in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in the activities described above. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating 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 event held by Event Producer. I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any event held by Event Producer. I hereby authorize Event Producer to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child's) coach when medical attention is needed. On behalf of (myself/my child and myself), I hereby knowingly and voluntarily release and forever discharge Event Producer if (I/my child) is injured, all Event Producer, 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 Event Producer, "Event Producer 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 event held by Event Producer. "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 the negligence or otherwise.

I hereby agree to and shall indemnify, defend, save and hold harmless Event Producer Representatives from and against any 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. 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 of Indiana 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, continue in full legal force and effect. 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 (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 being made.

Appearance Waiver: I give Event Producer Representative the right to photograph or video tape (me/my child), or likeness of (me/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 Event Producer and Event Producer Representatives. Specifically, I hereby forever and irrevocably grant to Event Producer and Event Producer Representatives a license and permission to use any such photographic or video reproduction of (me/my child) in any form of advertisement for Event Producer or any of its' members for promotional purposes. I understand that no compensation will be paid by Event Producer or an Event Producer Representative for the use of any photographic or video

reproduction of (me/my child).

"Event Producer" is Star Spirit Productions.

I 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 THAT THIS FORM CANNOT BE AMENDED OR MODIFIED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND THAT IT IS BINDING ON (ME/MY CHILD AND MYSELF), AND OUR HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

Participant Name:	Gender:	Birthdate:
Parent Name:	Email:	
Parent Signature:	Date:	

GYM NAME: _____