



CHEERLEADER / DANCE ACTIVITY SPONSOR LIABILITY RELEASE AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY BEFORE SIGNING – If you are unable to accept the terms and conditions set below you will NOT be allowed to participate in activities:

I/We acknowledge that our child _____ (hereinafter referred to as “Participant”), desires to engage in and hereby does engage in the following cheerleading/dance activity, to wit: engaging in instruction and physical training as a cheerleader/dancer (the “Cheerleading/Dance Activity”) through Jaguar Athletics, LLC.

FOR AND IN CONSIDERATION of acceptance of the Participant to participate in the above activities, services, and fees paid and in consideration of the acceptance of the undersigned’s child or ward, the receipt and sufficiency of which is hereby acknowledged, and with the express understanding that there are inherent hazards and risks inherent in participating and/or receiving instruction in such sports of cheerleading/dance, including, but not limited to, bodily injury, such as sprains, muscle damage, tendon and ligament damage, broken bones, loss of vision, brain damage, internal injuries, which may result in partial and/or total disability, paralysis and death. I/We still choose to permit the Participant to proceed with Cheerleading/Dance Activity in spite of the potential risks, previously mentioned, and that the mats, pits, and other safety equipment and apparatus provided for the Participant’s protection, including the participation of a coach, teacher or other employee, who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury and the negligent acts of third parties. I/We also understand that Cheerleading/Dance is a physical strenuous activity and that the Participant will be exerting himself/herself during such activity, and that the Participant may be injured as a result of a heart attack, stroke, hyperventilation, etc. I/We represent that the Participant is not suffering from any physical or mental condition which may be aggravated by participating in the Cheerleading/Dance Activity; that the Participant is in good health; the Participant is not suffering from any heart or coronary disorder; and that the Participant is not currently under a physician’s care for any disease or infirmity. **I/WE AGREE TO ASSUME ALL RISKS** incidental to such participation including, but not limited to, those risks set out above, on my/our behalf, on behalf of the Participant and on behalf of anyone claiming by or through Participant, and on behalf of his/her respective heirs, executors, administrators, successors and assigns, and **RELEASE** and forever and finally discharge, remise and acquit the Jaguar Athletics, LLC. and all of their related, affiliated and subsidiary companies, agents, employees, shareholders, officers, directors, successors and assigns (collectively the “Releases”) of and from all manner of action and actions, cause and causes of action, injuries, death, property damage, loss of wages, loss of consortium, loss of profits, suit, liabilities, debts, dues, sums of money, bonds, billings, contracts, controversies, agreements, promises, damages, costs and expenses of any nature, variances, judgments, executions, claims and demands whatsoever, in law or in equity, which hereinafter may arise for or against the Releases or in any way connected with Participant’s participation in the Cheerleading/Dance Activity and further agrees to indemnify and hold each of the Releases harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney’s fees (at the trial and appellate levels) and disbursements, resulting from or in any way arising from the Cheerleading/Dance Activity as stated above. **I/We understand that this Release and Indemnity Agreement includes any claims based on the negligence, actions, or inaction of any of the Releases, however caused and covers bodily injury and property damage, whether suffered by Participant during or after such participation. I/We understand that each Participant is responsible for his or her own personal health, medical, dental, chiropractic and accident insurance coverage. I/We further authorize medical treatment for Participant, at my/our cost, if the need arises.**

I/We hereby agree and covenant to forever refrain from instituting, filing, maintaining, pressing, collecting or in any way proceeding upon any and all claims, demands, debts, damages, injuries, actions or rights of action of any nature whatsoever, whether known or unknown, including such claims which I/we, now have against Releases (or any one of them) including, without limitation, any proceedings, affidavits, actions, complaints and claims of any kind that the undersigned may be entitled to initiate, file prosecute and maintain with any court, governmental agency, and other local, state, and federal agencies, for myself/ourselves or any other person including the general public, on account of, arising out of, based upon or in any manner connected to any facts, incident, act, omission or other matter occurring prior to the date of this Release.

I/We hereby willingly, knowingly, and expressly, waive any right to claim, assert or allege in any action or proceeding that I/we were induced to enter into this Agreement by any promise, statement of fact, warranty, representation, inducement, occurrence, promise, or condition (hereinafter collectively referred to as “Representations”) by the Jaguar Athletics, LLC. or its agents and representatives, which are not expressly set forth in this Agreement and all such Representations are merged herein.

I/WE FURTHER GRANT THE RELEASEES PARTIES THE RIGHT TO PHOTOGRAPH AND/OR VIDEOTAPE THE PARTICIPANT AND FURTHER USE THE PARTICIPANT’S NAME, FACE, LIKENESS, VOICE AND APPEARANCE IN CONNECTION WITH EXHIBITIONS, PUBLICITY, ADVERTISING AND PROMOTIONAL MATERIALS WITHOUT RESERVATION OR LIMITATION. THE RELEASEES ARE, HOWEVER, UNDER NO OBLIGATION TO EXERCISE SAID RIGHTS HEREIN GRANTED.

THIS DOCUMENT IS MEANT TO BE A BROAD, FULL AND COMPLETE RELEASE FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM PARTICIPATING IN THE ABOVE DESCRIBED CHEERLEADING/DANCE ACTIVITY. THIS RELEASE IS GIVEN FREELY AND VOLUNTARILY BY THE PARTICIPANT AND IS MEANT TO REMAIN IN EXISTENCE THROUGHOUT THE DURATION OF THE CHEERLEADING/DANCE ACTIVITY.

I/WE HAVE FULLY INFORMED MYSELF/OURSELVES OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT.

Dated this the _____ day of _____, 20_____.

Participant’s Signature

Parent/Legal Guardian (If Participant is a minor child)

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