



5 Star Elite, 5 Star Academy, Midwest Cheer Elite Illinois

WAIVER OF LIABILITY, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK

AGREEMENT Name of Participant/Child: _____

In consideration of the services of 5 Star Elite, 5 Star Academy, Midwest Cheer Elite Illinois and its owners, members, agents, officers, subcontractors, employees, and all other persons or entities acting in any capacity on its or their behalf (hereinafter collectively referred to as 5 Star or "MCE"), I hereby agree, on behalf of myself, my child, my spouse, my child's other parent(s) or guardian(s), my parents, my family members, my agents, heirs, assigns, personal representative, and estate (collectively, the "releasing parties"), as follows: 1. I understand and acknowledge that the activities that I, my child, or any of the releasing parties engage in or observe while on 5 Star / MCE premises, or while under the auspices, supervision, or control of 5 Star and MCE or while traveling to or from such activities, pose known and unknown risks which could result in injury, pain, suffering, paralysis, death, emotional distress, loss of companionship, and/or damage to me, to my child, to property, to the releasing parties, and/or to third parties. The following describes some, but not all of those risks, and I understand and acknowledge that there are other risks, both foreseeable and not foreseeable, that are not included among the following which any of the releasing parties may suffer: Cheerleading, dance, and gymnastics, trampoline, tumbling including performances of stunts and use of trampolines and other equipment, is dangerous and entails certain risks inherent in the activities that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, participants would not improve their skills, and their enjoyment of the activity would be diminished. Cheerleading, dance, and trampoline, tumbling expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall or come in contact with other participants or with equipment or objects, can sprain or break wrists and ankles, can incur injuries caused by others, and can suffer more serious injuries, including paralysis and death. Traveling to and from practice, rehearsals, shows, meets, competitions, and exhibitions raises the possibilities of any manner of transportation accidents. 2. I expressly agree to accept and assume all of the risks, known and unknown, foreseeable and not foreseeable, related to, arising out of, or in any way connected with 5 Star and MCE related activities, including but not limited to performance of stunts and use of trampolines and equipment, and the negligent acts or omissions of 5 Star and MCE or others. My participation and that of my child is purely voluntary. No one has force or coerced me or my child to participate. I elect for myself and my child to participate in such activities in spite of the risks. 3. On behalf of myself, my child, and the releasing parties, I hereby voluntarily release, forever discharge, and agree to defend, hold harmless, and indemnify 5 Star and MCE from any and all liability, claims, demands, costs, damages, actions, or rights of actions asserted by any of the releasing parties, which are related to, arise out of, or are in any way connected with my or my child's participation 5 Star and MCE related activities ("Costs"). 4. Should 5 Star or MCE incur attorney's fees or costs related to or arising from my obligations under this agreement, I agree to indemnify and reimburse 5 Star or MCE for such attorney's fees and costs. 3 5. I represent and warrant to 5 Star and MCE that adequate health, accident, and liability insurance is in force and will be maintained to cover any Costs, and if such Costs are not paid in full, then 5 Star and MCE shall not have, and I hereby release 5 Star and MCE from, any obligation to pay or reimburse any such Costs, and I agree to pay the Costs. 6. I agree that the substantive and procedural laws of the State of Ohio shall apply to this agreement and in any action arising from this agreement without regard to the conflict of laws rules of the State of Illinois, that the state courts of Illinois shall have exclusive jurisdiction of any action, and that such action shall be brought only in the county in which 5 Star and MCE is located. 7. I acknowledge and agree that if anyone is hurt or property is damaged during my participation or the participation of any of my child, I may be found by a court of law to have waived my right to maintain a lawsuit against MCE, 5 Star Elite, 5 Star Academy on the basis of any claim from which I have released 5 Star, 5 Star Academy, MCE by signing this Agreement, and such lawsuit shall be dismissed. 8. I acknowledge and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois, and that if any provision of this agreement is found to be void or unenforceable, such provision shall be modified, if possible, only to the extent necessary to render it enforceable, and the remainder of this agreement shall remain in full force

Signature

Date