

## Waiver of Liability, Assumption of Risk, Acknowledgment of Risk, Indemnity Agreement, & Medical Authorization

The following must be read & signed by the parent or legal guardian of all minor students or by the student of legal age. As legal guardian of the above child. I recognize that potentially severe injuries, including but not limited to permanent paralysis or death can occur in sports or activities involving height or motion, including but not limited to gymnastics, tumbling, dance, and cheerleading. Being fully aware of these dangers, I voluntarily consent to the aforementioned child participating in any and all of the Eagle Elite Cheerleading programs and activities and accept all risks associated with that participation. Parents should make their children aware of the possibility of injury and encourage their children to follow all safety rules and the coaches' instruction. In the consideration for allowing my child to use this facility, I, on my own behalf and the behalf of my child, hereby assume all risks associated with activities mentioned above and agree to hold Eagle Elite Cheerleading, their Staff or Representatives harmless from any and all liability, causes of action, debts, claims or demands of any nature what so ever which may arise in connection with participation in gymnastics, tumbling, dance, cheerleading, open gym, birthday parties, camps/clinics, or any other Eagle Elite Cheerleading event, or in the course of any exhibition, competition or clinic in which he/she may participate or while traveling to or from the event. In consideration of participating in Eagle Elite Cheerleading programs, I represent that I understand the nature of this activity and that my child is qualified, in good health, and in proper physical condition to participate in such activity. In the event of an emergency, I hereby release Eagle Elite Cheerleading Staff or Representatives to seek medical help, including transportation to any health care facility or hospital, or the calling of an ambulance for the said child should Eagle Elite Cheerleading Staff or Representatives deem this to be necessary. Additionally, I hereby agree to individually provide for all possible future medical expenses. which may be incurred by my child, as a result of any injury sustained while participating at or for Eagle Elite Cheerleading. I also affirm that I now have and will continue to provide proper hospitalization, health and accident insurance coverage, which I consider adequate for both my child's protection and my own protection.

I have read and understand this acknowledgement of risk, waiver of liability, and medical authorization and I voluntarily affix my name in this agreement.

I hereby release, discharge, and covenant not to sue Eagle Elite Cheerleading, LLC, it's respective administrators, director, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my child's account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the WAIVER OF LIABILITY, ASSUMPTION OF RISK, ACKNOWLEDGMENT OF RISK, INDEMNITY AGREEMENT AND MEDICAL AUTHORITZAITON, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe my child to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL IDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss of liability, damage, or cost any Releasee may incur as a result of such claim.

## **Financial Obligation**

I assume responsibility for meeting the appropriate payment schedule: payments are due on or before the 1<sup>st</sup> of the month of their first class term. A late fee of \$15.00 will be charged for payments that are posted after the 5<sup>th</sup> of the month of the first class. Any child registered for a term or a month is obligated for the entire fee, midterm withdrawals will not be recognized. Make-ups will be schedule if class cancellations occur, but will not be available to make up for absences from a class. For renewal for the next term, currently enrolled students will have their spots held automatically up until the tuition due date. After the due date open enrollment is taken for all classes. You must call when missing a class. Under no circumstances will refunds be given for tuition or prorated for classes missed by an athlete. I also am aware that I am financially responsible for an annual registration fee of \$40.00. I also understand that there is a \$30.00 fee on any returned checks or decline automatic withdraws.



## Team Cost Estimate – Applies to Competitive & Performance Team Members Only

I have read the program cost estimate and I agree to follow the payment schedule outlined with the cost estimate. I also understand that failure to make team payments by the scheduled due date could result in my child not being allowed to participate in team events including, but not limited to being removed from a competition or team. I also understand that the cost estimate is only an estimate and fees may be adjusted and I will assume financial responsibility for those adjustments. If for any reason my athlete(s) should be removed from a team or quit I understand there are no refunds for any reason (i.e.: prepaid competitions, uniforms, traveling, tuition, etc.) and that I am still financially responsible for any and all unpaid fees including monthly tuition until the end of the competitive year. **Policies & Procedures** 

I have read and understand the Eagle Elite Cheerleading policies and procedures and agree to adhere to all the rules and guidelines. I understand that failure to follow outlined policies and procedures will result in my child being removed from a competitive/performance team or recreational class and that my financial obligation will continue for the remainder of the competitive year or class term. By signing this I also authorize Eagle Elite Cheerleading to use photos or videos of my child from Eagle Elite Cheerleading functions (i.e.: competitions, practices, fundraisers, etc.) for website (eagleelitecheer.com), advertising, social media sites (Facebook, Twitter, Instagram, etc.) and promotional purposes.

## PLEASE MAKE SURE TO SIGN BELOW. FAILURE TO SIGN WILL RESULT IN YOUR ATHLETE NOT BEING ABLE TO PARTICIPATE!

I HAVE CAREFULLY READ THE FOREGOING DOCUMENT. I HAVE HAD THE OPPORTUNITY TO ASK QUESITONS AND HAVE THEM ANSWERED. I AM CONFIDENT THAT I FULLY KNOW, UNDERSTAND, AND APRRECIATE THE RISKS INVOLVED IN PARTICIPATION IN EAGLE ELITE CHEERLEADING. HAVING BEEN INFORMED OF ALL OF THE ABOVE POLICIES, PROCEDURES, AND GUIDELINES, I THE PARENT OF THE REGISTRANT, DO HEREBY GIVE MY APPROVAL OF HIS/HER PARTICIPATION IN ANY AND ALL OF THE ACTIVITIES DURING THE CURRENT SEASON. I ASSUME ALL THE RISKS AND HAZARADS INCIDENTAL TO THE CONDUCT OF THE ACTIVITIES, AND I, FOR MYSELF, MY SPOUSE, MY CHILD, AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN DO FURTHER RELEASE, ABSOLVE, INDEMNIFY, AND HOLD HARMLESS THE EAGLE ELITE CHEERLEADING PROGRAM, THE ORGANIZERS, SPONSORES, SUPERVISORS, VOLUNTEERS, OTHER PARTICIPANTS, ADVERTISERS, OFFICIALS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT PRACTICES, CLASSES, OR COMPETITIONS, ANY OR ALL OF THEM. IN CASE OF INJURY TO MY SON/DAUGHTER, I HEREBY WAIVE ALL CLAIMS AGAINST THE ORGANIZERS, THE SPONSORS, THE VOLUNTEERS, THE STAFF, OR ANY OF THE SUPERVISORS APPOINTED BY THEM. I AM VOLUNTARILY REQUESTING FOR MY SON/DAUGHTER TO PARTICIPATE.

X		
Signature of parent or legal guardian	Printed Name	
D.I.	All Late No.	
Date	Athlete's Name	
Name of Family doctor:	Phone#	
Insurance Carrier:		
Group#:		
Allergies, if any, include medications:		
Existing Medical Problems:		
Medications Currently Taking:		
In case of emergency, phone #'s:		