

## **ATHLETE WAIVER/RELEASE FORM**

In consideration of being permitted to participate in [cheer camp] ("Activity") led by Hit Force Coaching, LLC ("Hit Force"), on [date], at [place], I (meaning the participant and the parent or guardian individually and on behalf of the participant who is under age 18 so that "I", "me" or "my" means the parent and the minor) agree as follows:

### **REPRESENTATIONS OF PHYSICAL CONDITION, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY**

1. I ACKNOWLEDGE, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I understand and agree that the personnel arranging the Activity are not qualified to determine my physical condition or health and that it is my responsibility to do so. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) Athletic activities, including the Activity, involve risk and dangers of serious injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, and the condition in which the Activity takes place; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. I HEREBY UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS AND COVENANT NOT TO SUE Hit Force, as well as its officers, directors, agents, employees and assigns, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by Hit Force ("involved parties"), FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, LAWSUITS, DEMANDS, EXPENSES, LOSSES, OR DAMAGES OF EVERY KIND, KNOWN OR UNKNOWN, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH THAT I MAY EVER HAVE ARISING FOR OR IN ANY WAY RELATED TO PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ACTION, INACTION OR NEGLIGENCE OF THE INVOLVED PARTIES OR RESCUERS, SECURITY, TRAVEL, RECREATIONAL OPERATIONS OR THE ACTIVITY, I FURTHER AGREE that if, despite this WAIVER/RELEASE, I, or anyone on my behalf, makes a claim against any of the involved parties, I WILL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE INVOLVED PARTIES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. By this Waiver/Release, I specifically assume any risk, and waive any claims of personal injury, death or damage to personal property associated with the Activity. I relinquish any right which I might otherwise have for payment of medical costs or other losses beyond whatever insurance I personally purchase or maintain.

### **CONSENT FOR MEDICAL CARE**

I understand that should a health emergency arise, I will be attempted to be notified at the number listed below, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel, first responders or good Samaritans, is authorized. In the event I suffer any injury or illness while participating in the Activity I HEREBY CONSENT TO, and authorize any of the Activity personnel to administer, consent to and/or authorize, all first aid, emergency medical or hospital treatment, care, and/or diagnosis or medical advice ("Care") as is deemed appropriate by Activity personnel in their sole discretion and/or deemed advisable by attending physicians or emergency medical personnel. For that purpose, I do hereby also appoint any of the Activity personnel as my true and lawful attorney-in-fact for me and in my name to:

- act in my place, for the purpose of obtaining emergency Care;
- in my name and on my behalf to authorize, consent to, administer and/or contract for all such emergency Care as is deemed appropriate by them in their sole discretion to the same extent that I myself could authorize such Care;
- act as my personal representative for purposes of HIPAA, and sign all such documents as are required for such purpose;
- otherwise perform such other acts and sign such other documents as appear to be required or appropriate in order to obtain emergency Care for me until I am present or able to do so myself.

### **AGREEMENT AND RELEASE REGARDING PHOTOGRAPHY AND IMAGES**

For valuable consideration including gaining exposure, I hereby consent to photographing, imaging, film, taping or other capture of my name, image, voice and likeness. I hereby authorize and grant to Hit Force and its employees, agents, contractors, successors and assigns the right to (themselves or through others) use, reuse, publish, republish, disseminate, broadcast, publicly display, perform, sell, rent and reproduce my name, image, voice and/or likeness for media coverage, public relations, advertising, social media or any other purpose, which may involve the use of my Images now or in future. Images means photographs, images, films, digital media, reproductions, derivative works, packaging, advertising, and/or video or audio recording, among other things, of my name, image, voice and/or likeness, in original or edited form. This is to be done in conjunction with my participating in this Activity and I understand and agree that I may

neither pay a fee to receive individual promotional consideration from my participation in this event, nor will I receive any payment for the possible commercial use of my Images.

I hereby (i) relinquish and assign to Hit Force all right, title and interest that I may have in the Images, (ii) agree that all Images taken are works made for hire of Hit Force under the U.S. Copyright Act, 17 U.S.C. Section 101 *et seq.*, or, to the extent that the work made for hire doctrine does not apply, agree to irrevocably assign and do hereby irrevocably assign to Hit Force all right, title and interest in all intellectual property rights in the Images (including without limitation all copyrights, rights of authorship, design rights), as well as all rights in all causes of action and rights of recovery for past and future infringement or violation of such intellectual property rights, and (iii) waive any droit moral or moral rights that I may have in such Images.

By participating in Activity, I agree to waive all rights and claims relating to defamation, copyright infringement, trademark infringement, false portrayal in a false light, that are based upon or relate to Hit Force's use of the Images.

This Waiver/Release contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver/Release. The provisions of this Waiver/Release may not be waived, altered, amended or repealed, in whole or in part, except upon the prior written consent of all parties, including signature of an authorized manager of Hit Force. The provisions of this Waiver/Release will continue in full force and effect even after the termination of the Activity.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE 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. I REPRESENT THAT I AM THE CHILD'S PARENT OR LEGAL GUARDIAN IF SIGNING ON THAT LINE. I AGREE TO BE BOUND BY THIS WAIVER/RELEASE. I UNDERSTAND THAT HIT FORCE IS RELYING UPON THIS WAIVER/RELEASE IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY.**

DATE: \_\_\_\_\_

PRINTED NAME OF PARTICIPANT \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTICIPANT'S SIGNATURE : \_\_\_\_\_

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (REQUIRED if participant is under 18): \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

CLUB/TEAM NAME: \_\_\_\_\_