

**RELEASE/WAIVER FORM**

Minor's Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

As used below, "Excel" shall mean Excel Athletics, Inc. and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing; and "Excel Cheer" shall mean Excel Athletics Competitive Cheer Inc. and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

**TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING**

In consideration of my minor child or ward's participation in the cheerleading, tumbling, dance or other activities conducted by Excel at their facilities or as a part of events at other locations (collectively referred to as Excel Activities and Events), wherever the events and/or activities may occur, you hereby attest that, after reading this Form completely and carefully, including the notice above your signature, as required by Florida Statutes 744.301, you acknowledge that participation in Excel Activities and Events by your minor child or ward is entirely voluntary, and that you understand and agree as follows:

**RELEASE OF LIABILITY:** I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to his or her participation in Excel Activities and Events or other activities conducted in conjunction there with (which risks may include, among other things, exposure to Naegleria Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones), whether such risks are open and obvious or otherwise. Further on behalf of myself and my minor child or ward, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/ INSURANCE" below) of and from all Claims arising in any manner out of or in anyway connected with my child's or ward's participation in Excel Activities and Events.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold Excel Athletics, Inc. and each of its respective parent, subsidiary and other affiliated or related companies; Excel Athletics Competitive Cheer Inc. and each of its respective parent, subsidiary and other affiliated or related companies; and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the "Released Parties") harmless from and against any and all Claims arising out of or in anyway connected with my child's or ward's participation in Excel Activities and Events, wherever the Excel Activities and Events may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after participation in Excel Activities and Events. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in Excel Activities and Events, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's or ward's participation in Excel Activities and Events, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child or ward is physically fit for participation in Excel Activities and Events and has the skill level required in connection with Excel Activities and Events, and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with Excel Activities and Events, I or my child or ward will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with Excel Activities and Events, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

**EQUIPMENT AND FACILITIES INSPECTION:** I, or my child or ward if I am not in attendance at Excel Activities and Events, will immediately advise the Excel Activities and Events' manager of any unsafe condition that I, or my child or ward if I am not in attendance at Excel Activities and Events, observe. My child or ward will refuse to participate, and I will refuse to let my child or ward participate in Excel Activities and Events until all unsafe conditions observed by me, or my child or ward, have been remedied.

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape me and my child or ward and further to display, edit, use and/or otherwise exploit my or my child's or ward's name, face, likeness, voice, and appearance, in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Excel Activities and Events results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

**GOVERNING LAW:** This Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Form will be commenced exclusively in the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF EACH OF THE RELEASED PARTIES (THAT IS, EXCEL ATHLETICS, INC., EXCEL ATHLETICS COMPETITIVE CHEER INC., AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY, THE "EXCEL COMPANIES"); AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES**

Minor's Name \_\_\_\_\_  
(Please Print)

(THAT IS, EXCEL ATHLETICS, INC.; EXCEL ATHLETICS COMPETITIVE CHEER INC., AND THE OTHER EXCEL COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES (THAT IS, EXCEL ATHLETICS, INC.; EXCEL ATHLETICS COMPETITIVE CHEER INC.; AND THE OTHER EXCEL COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE NOTICE ABOVE IS ALSO GIVEN AND APPLICABLE TO LEGAL GUARDIANS AND THEIR MINOR WARD(S) WHO YOU ARE AGREEING TO LET ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. ALL REFERENCES TO "CHILD" ABOVE ARE APPLICABLE YOUR MINOR WARD(S) AND YOUR AND YOUR WARD'S RIGHTS TO RECOVER FROM THE RELEASED PARTIES (THAT IS, EXCEL ATHLETICS, INC.; EXCEL ATHLETICS COMPETITIVE CHEER INC.; AND THE OTHER EXCEL COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES).

X \_\_\_\_\_  
Signature of Parent(s) or Legal Guardian(s)                      Date                      Witness                      Date

**SUPERVISION:** A chaperone/adult (age 21 or over) is required to attend with participants. This chaperone will be responsible for the participants at all times. I/we acknowledge that Excel and Excel Cheer are not responsible for supervising my/our child.

**RESPONSIBILITY DISCLOSURE NOTICE:** Excel acts only as an agent in connection with the Excel Activities and Events and/or any tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Excel. Excel shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Excel. Excel shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general department impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

**MEDICAL RELEASE:** I/we authorize Excel and/or Excel Cheer to procure at my/our expense, any medical care reasonably required by my/our child during his/her visit at hospitals or facilities chosen by Excel and/or Excel Cheer. I/we have listed below any medication that my/our child is currently taking. I/we will ensure that my/our child brings the medication with him/her to any Excel Activities and Events and that my/our child is responsible for taking the medication. I/we have also listed below any medications my/our child is allergic to.

By signing below, I certify that: (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to all of the foregoing on behalf of myself and my minor child or ward identified above.

Medications my/our child is taking (if any): \_\_\_\_\_

Medications my/our child is allergic to (if any): \_\_\_\_\_

Minor's Name \_\_\_\_\_

X \_\_\_\_\_  
Signature of Parent(s) or Legal Guardian(s)                      Date                      Witness                      Date

EMERGENCY CONTACT INFORMATION: (Not traveling with the minor)

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ (home) (\_\_\_\_\_) \_\_\_\_\_ (work)

**EVERY PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPATING IN THE EXCEL ACTIVITIES AND EVENTS MUST COMPLETE THIS FORM AND TURN IN TO THE EXCEL OFFICE PRIOR TO THE MINOR CHILD'S PARTICIPATION IN EXCEL ACTIVITIES AND EVENTS.**