

Mountain State Cheer Academy Waiver and Release of Liability

In consideration for being permitted to participate in the tumbling and cheerleading programs offered by Mountain State Cheer Academy, I, the undersigned participant (or parent/guardian if participant is a minor), hereby acknowledge and agree to the following terms and conditions:

Assumption of Risks:

I am aware that tumbling and cheerleading activities involve inherent risks, including but not limited to the risk of injury, falls, collisions, and other accidents including permanent paralysis and death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and voluntarily assume all risks, both known and unknown, associated with my participation, including any risks that may arise from the negligence or carelessness of the coaches, staff, or other participants.

Release and Waiver:

I, for myself (or on behalf of the minor participant), my heirs, executors, administrators, personal representatives, next of kin and assigns, hereby release, waive, discharge, hold harmless and covenant not to sue Mountain State Cheer Academy, its owners, officers, officials, coaches, staff, agents, volunteers, sponsoring agencies, sponsors, advertisers, lessors of premises used to conduct events or sessions, and representatives from any and all liability, claims, demands, actions, or rights of action, whether personal to me or on behalf of the minor participant, arising out of or related to any loss, damage, disability, or injury, including death, that may be sustained to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law during participation in Mountain State Cheer Academy's tumbling and cheerleading programs.

Medical Treatment Authorization:

I authorize Mountain State Cheer Academy and its representatives to obtain medical treatment for me (or the minor participant) in the event of any injury, accident, or illness during my participation in the programs. I understand that efforts will be made to contact me (or the designated emergency contact) before any medical treatment is administered, but if such contact is not possible, I authorize medical treatment deemed necessary in the judgment of coaching staff and medical professionals.

Compliance with Policies:

I agree to comply with all policies, rules, and guidelines set forth by Mountain State Cheer Academy's Handbook, including but not limited to the Code of Conduct, gym rules, and safety guidelines.

Photography and Publicity:

I grant Mountain State Cheer Academy the right to use photographs, videos, or other likenesses of me (or the minor participant) for promotional or publicity purposes without compensation.

Acknowledgment of Understanding:

I have read and understand this Waiver and Release of Liability in its entirety. I am aware that by signing this document, I am waiving certain legal rights, including the right to sue.

Governing Law:

This Waiver and Release of Liability shall be governed by and construed in accordance with the laws of the state of West Virginia.