



WAIVER: FACILITY/PRACTICE/TUMBLING/TWINKLES PARTICIPANTS

PARTICIPANT NAME: _____ DATE: _____

DOB _____ AGE _____ PROGRAM YOU CHEER WITH _____

PHONE: _____ EMAIL: _____

ADDRESS: _____

The above participant(s) has permission from parents and/or guardians and/or all other responsible parties such as but not limited to parents, guardians, school administrators, athletic directors, gym owners, and other coaches and instructors to practice, jump, stunt, dance, and tumble and otherwise receive instruction at or otherwise use the equipment at the USA Stars facility located at 27 Fairview Street, Carlisle, Pennsylvania.

Assumption of Risk: By my signature below, I am acknowledging my awareness that Tumbling, Cheerleading, Dance, and Other Related Activities are potentially dangerous activities which carry risks that include (but are not limited to) muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or death. I am voluntarily applying for my child to participate in these activities with knowledge of the danger involved. I am aware that the: Trampoline, Tumble-Trak, Spring Floor, Foam Pit, and Other Related Apparatuses/Equipment are potentially dangerous apparatuses/equipment, and carry risks that include (but are not limited to) muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or death. I am voluntarily applying for my child to participate on all apparatuses/equipment with knowledge of the risk of danger involved. On behalf of my child, I hereby agree to accept any and all risks of my child's injury, relating to any USA STARS program and agree to hold harmless and indemnify USA STARS for and from and claims relating to any such injuries.

Release: As consideration for USA STARS agreement to allow my child to participate in these activities listed above, and use all apparatuses/equipment listed above, and use related facilities, I hereby agree on behalf of my child that my child and my child's assignees, heirs, distributees, guardians, and legal representatives will not make claim against, sue, or attach the property or assets of USA STARS as a result of injury or damage resulting from the negligence or other acts, howsoever caused, by directors, officers, insurer, employee, agent, instructor, coach, member, manager, apparatus, piece of equipment, or contractor of USA STARS as a result of my child's participation in cheerleading, dance, tumbling, or other related activities. I hereby release USA STARS and its directors, officers, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage of any kind resulting from my child's participation in cheerleading, dance, tumbling, and related activities. I also hereby release USA STARS and its directors, officers, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my child's participation on the Trampoline, Tumble-Trak, Spring Floor, Foam Pit, and other Related Apparatuses/Equipment. Furthermore, the undersigned shall hold harmless and indemnify USA STARS from any and all claims of any such injury or damage hereinabove referenced, including death, whether foreseen or unforeseen.

Infectious Disease Clause: By my signature below, I acknowledge my understanding that the novel coronavirus (COVID-19) respiratory infection is confirmed throughout the United States, including Pennsylvania. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) and the Pennsylvania Department of Health for slowing transmission of COVID-19, furthermore I understand that USA Stars has put in place preventive measures to reduce the spread of COVID -19 and other infectious diseases; however USA Stars cannot guarantee that you or your child(ren) will not become infected with COVID-19 or other infectious diseases. I further acknowledge that it is my responsibility to monitor the health wellness of my family and child(dren) and acknowledge that it is my responsibility to inform USA Stars should I, or anyone in my immediate household, have a direct exposure to any person who has a suspected or confirmed case of COVID-19 or other infectious disease. In addition, I understand and agree that if it occurs I, or my child will not visit the facility for the recommended self-quarantine period to minimize exposure to others at USA Stars. By signing this agreement, I acknowledge the contagious nature of COVID -19 and other infectious diseases and voluntarily assume all risk that my child(dren) and I may be exposed to or infected by COVID-19 or other infectious diseases by attending USA Stars activities and that such exposure or infection may result in personal injury, illness, financial loss, permanent disability, and death. I understand that the risk of becoming exposed to or infected at USA Stars may result from the actions, omissions, or negligence of myself and others and agree to indemnify, defend, and hold harmless USA Stars' staff and volunteers against any and all costs, expense, damages, claims, lawsuits, judgement, losses and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released parties or otherwise specifically related to COVID-19 or other infectious diseases. By signing below I agree that I have read and acknowledge the waiver and I have been properly informed about the risks involved with participating in USA Stars' activities during the COVID-19 global pandemic.

Image Use Clause: By my signature below, I am willingly and knowingly granting permission for USA STARS to use my son / daughter's picture, video, image, and / or any other media / imagery etc. in future advertisement and literature etc. for USA STARS and events sponsored and conducted or participated by USA STARS, and release, hold harmless and indemnify USA STARS for and from any and all claims relatory to such usage.

By signing below, I agree that I have read and acknowledge this waiver and I have been properly informed about the risks involved with participating in USA Stars' activities.

Signature of RESPONSIBLE PERSON if PARTICIPANT is UNDER 18 or PARTICIPANT if OVER 18 Date

Relationship to participant

PRINTED NAME OF RESPONSIBLE PERSON (if participant is under 18)