



# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Long Island Cheer, Inc., its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LIC"), I hereby agree to release, discharge, and hold harmless LIC, on behalf of myself, my minor children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activities that I or [CHILD'S NAME] \_\_\_\_\_ (hereinafter referred to as the "Minor") engage in while on the premises or under the auspices of LIC pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to the Minor, to me, to property, or to third parties. The following describes some, but not all, of those risks:

*Cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. When traveling to and from shows, competitions and exhibitions raise the possibilities of any manner of transportation accidents. In any event, if you and/or the Minor are injured, medical assistance may be required which you must pay for yourself.*

2. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with LIC-related activities, regardless of the age of the Minor and/or whether or not the Minor is presumed to be able to assume those risks, including but not limited to performance of stunts and use of trampolines. My participation and that of the Minor is purely voluntary. No one has forced or coerced the Minor or me to participate. I elect for the Minor and/or myself to participate in such activities in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify LIC from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the Minor's and/ or my participation in LIC-related activities.

4. Should LIC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse it for such fees and costs.

5. I certify that the Minor and/or I has and/or have health, accident and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or alternatively I agree to bear the costs of such injury or damage to myself and/or the Minor. I further certify that I am willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition.

6. In the event that I and/or the Minor file a lawsuit against LIC, such suit shall be brought in the Commonwealth of New York and the substantive and procedural laws in that jurisdiction shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect. This agreement shall be deemed to have been jointly drafted by the parties for all purposes involving its construction and enforcement.

7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of the Minor in this activity, I and/or the Minor may be found by court of law to have waived the right to maintain a lawsuit against LIC on the basis of any claim from which I have released LIC either personally and/or as the parent, natural guardian and/or legal guardian of the Minor by signing this Agreement.

8. I hereby give LIC and its affiliates the unrestricted right and permission to copyright and re-use, publish, and republish photographic portraits and pictures of the Minor and/or myself or pictures in which the Minor and/or myself may be included, in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including but not limited to illustration, art, promotion, or advertising.

9. In an emergency, I grant permission LIC and its personnel, to have authority, at my expense, in the event I cannot be reached, to utilize the most convenient volunteer rescue squad vehicle or ambulance to transport the Minor and/or myself to the hospital and if necessary, I authorize medical treatment. I verify that the Minor and/or myself have passed a medical examination within the last twelve months and are capable of participating in cheerleading, gymnastics, dance and related activities.

10. All monies paid to LIC in any capacity are NON-REFUNDABLE, NON-TRANSFERRABLE, and UNASSIGNABLE regardless of reason.

11. By signing this document for the Minor, I am representing that I am authorized to sign on behalf of the Minor as his or her parent, natural and/or legal guardian.

**I have had sufficient opportunity to read this entire document. I have been given the opportunity to consult an attorney for any reason regarding this document or in the event I did not understand any provision of this document. By signing below, I have read the document and understand it and I agree to be bound by its terms.**

**In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by LIC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold LIC from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.**

Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_