

Cheer Extreme Waiver and Release of Liability

In consideration of _____, my minor child/ ward ("My Child"), being allowed to participate in any way in the Cheer Extreme program, related events, competitions, and activities, the undersigned acknowledges, appreciates and agrees that:

1. Gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and, as such, pose a significant risk of injury. Gymnastics/ cheerleading and related activities always involve certain risks, including, but not limited to death, serious neck and spinal injuries and serious injury to bones, joints and muscles. The risk of such harm may be limited by safety equipment and coaches, but will never be eliminated;
2. For myself, spouse and My Child, I knowingly and freely assume all such risks, both known and unknown, and even if arising from negligence of Cheer Extreme or others, and assume full responsibility for My Child's participation;
3. I willingly agree to comply with Cheer Extreme's standards and customary terms and conditions for participation in Cheer Extreme programs. If I observe any unusual and significant concern in My Child's readiness for participation and/ or in the Cheer Extreme program itself, I will remove My Child from participation and bring such issue to the attention of the nearest Cheer Extreme personnel immediately.
4. I, myself, my spouse, My Child and on behalf of my/ our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE CHEER EXTREME, PERFECT BALANCE TRAINING CENTER, LLC, PATTERSON PROPERTY, LLC, LEVINE PROPERTIES, AND THEIR RESPECTIVE EMPLOYEES, TEACHERS, COACHES, MEMBERS, OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND OTHER PROGRAM PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OR PREMISES USED TO CONDUCT CHEER EXTREME PROGRAMS ("Releases"), with respect to any and all injury, disability, death or loss or damage to personal property incident to My Child's involvement or participation in Cheer Extreme programs, whether arising from the negligence of the Releases or otherwise, to the fullest extent permitted by law, and
5. I, for myself, my spouse, My Child and on behalf of my/ our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS AND COVENANT NOT TO SUE all above Releases, from any and all liabilities incident to participation and involvement in Cheer Extreme programs, even if arising from the negligence of Releases, to the fullest extent permitted by law.
6. The novel coronavirus, COVID 19, has been declared a world-wide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Cheer Extreme has put in place preventative measures to reduce the spread of COVID-19; however, the gym cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the gym could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I, for myself, my spouse, My Child and on behalf of my/our heirs, assigns, personal representatives and next of kin, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the gym and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the gym may result from the actions, omissions, or negligence of myself and others, including, but not limited to, gym employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my/my child(ren)'s attendance at Cheer Extreme or participation in gym programs. I, for myself, my spouse, My Child and on behalf of my/ our heirs, assigns, personal representatives and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless the Releases of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the gym, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any gym program.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, AND SIGN IT VOLUNTARILY.

Signature of Parent/ Legal Guardian

Date

Printed Name: _____

MEDICAL INFORMATION AND MEDICAL RELEASE

Emergency Contact Number: _____ Relationship: _____
Secondary Number: _____ Relationship: _____

Student's Physician: _____ Phone: _____

Does the Student have any special medical conditions that we should be aware of? If so, please explain:

Any orthopedic conditions that will limit safe participation in any activity: _____

Contact Lenses: _____ Asthma: _____ Diabetic: _____ Cardiac Problem: _____

Medical Release: If it appears that medical treatment should be necessary due to an accident we will attempt to contact the emergency contact listed. If we cannot get in touch with the emergency contact, then we need authorization to seek medical treatment.

I hereby authorize Cheer Extreme to secure medical treatment for _____ in an emergency that may arise while he/ she is on the Cheer Extreme premises or in attendance at an associated event, competition or trip.

Signature of Parent/ Legal Guardian

Date

MEDICAL INSURANCE INFORMATION

The undersigned certified that medical insurance covers the student while he/ she participates in gymnastic/ cheerleading activities at Cheer Extreme.

Insurance Company: _____ Policy Number: _____

Parent/ Legal Guardian Signature: _____

I agree to allow My Child's likeness, image or photograph to be used at any time for marketing and promotional materials including our website. Parent/ Legal Guardian Signature: _____