

# Legends Cheer Academy, Inc.

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

1. I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of LCA pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, 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 and tumble tracks, 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. Traveling to and from shows, competitions and exhibitions raises the possibilities of any manner of transportation accidents. In any event, if you or your child is 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 LCA-related activities, including but not limited to performance of stunts and use of trampolines. My participation and that of my child is purely voluntary. No one has forced or coerced me or my child to participate. I elect for myself and my children to participate in such activities in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify LCA 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 my child's participation in LCA-related activities.

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

5. I certify that my child has 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 else I agree to bear the costs of such injury or damage to my child. 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 file lawsuit against LCA, I agree to do so solely in the State of Indiana and I further agree that the substantive and procedural laws in that state 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.

7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against LCA on the basis of any claim from which I have released LCA by signing this agreement.

**I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.**

\_\_\_\_\_  
Signature of Participant of Parent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by LCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold LCA 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.

\_\_\_\_\_  
Signature of Participant of Parent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date