

# WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PRESS RELEASE FORM

Participant's Name: \_\_\_\_\_ Team/Organization: \_\_\_\_\_

Birthdate (mm/dd/yyyy): \_\_\_\_\_ Current Grade: \_\_\_\_\_ Gender: \_\_\_\_\_

THIS "WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PRESS RELEASE FORM" ("Form") HAS BEEN APPROVED BY THE INDEPENDENT EVENT PRODUCERS, INC., a non profit corporation, for use at all events held by its members.

**If you are over the age of 18, you are releasing legal rights for yourself by initialing and executing this form. READ IT CAREFULLY.**

**If the participant is under the age of 18, as a parent or legal guardian you are releasing rights for yourself and for your child by initialing and executing this form. READ IT CAREFULLY.**

**Please review the form carefully, and initial the beginning of each paragraph in the spaces provided before completing the information on the lines provided.**

\_\_\_\_ **A. [initial]** As an individual over the age of 18 or as the parent or legal guardian of the above-listed child, I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in cheerleading and dance activities held/sponsored by a member of THE INDEPENDENT EVENT PRODUCERS, INC., (hereinafter "IEP"), which include dance, gymnastics, stunting, jumping, and tumbling components. **I acknowledge that (my/my child's) participation in cheerleading and dance activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries to (myself/my child), (myself/my child's) death, damage to property, and injury to others. I understand that such risks are inherent in these activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the activities.** I also understand and acknowledge that injuries (I/my child) receive(s) may be compounded or increased by negligent rescue operations and as such, I understand that other than telephoning for an ambulance, no medical assistance shall be provided by the IEP member, its agents, staff or other representatives in the event an injury occurs during the event. **Understanding such dangers, I hereby knowingly and voluntarily enroll (myself/my child) in events held/sponsored by members of the IEP. I give my permission for my child to engage in the dangerous activities described above, and I assume the risk of the activities involving my child. I understand that (I do not/my child does not) have permission to participate in cheerleading and dance activities at an event held/sponsored by an IEP member without agreeing to the terms and conditions on this release.** I understand that this Form is effective for all events held/sponsored by IEP members for a twelve month period of time ending **August 31, 2011** ("effective period"). I understand that this **release and waiver of liability** shall continue to be in effect during the above stated effective period until such time as I renounce it, in writing, at which time (I/my child) shall no longer be able to participate in any event held/sponsored by an IEP member.

\_\_\_\_ **B. [initial]** I represent that (I/my child) is in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in the activities described in paragraph A. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). I certify that I have adequate insurance to cover any injury or damage that (I/my child) may suffer while participating in an event held/sponsored by an IEP member. I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any event held/ sponsored by an IEP member. I hereby authorize the IEP member holding/sponsoring the event, or representatives of said member to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child's) coach medical attention is needed.

\_\_\_\_ **C. [initial]** On behalf of (myself/my child and myself), I hereby knowingly and voluntarily release and forever discharge the IEP, the IEP member holding/sponsoring an event where (I/my child) is injured, all IEP members, all their respective, employees, agents, coaches, instructors, assistants, officers, directors, owners, shareholders, subcontractors, and any other representative or affiliates and their respective heirs, successors, and assigns (collectively with IEP, "IEP Representatives") from any and all liability arising out of or in connection with the above-described activities involving (myself/my child) at any and every event held/sponsored by a member of the IEP. "Liability" means any and all claims, demands, losses, causes of action, lawsuits or judgments of any and every kind that occurs during or incidental to the above-described activities, that result from any cause whether caused by the negligence of any or all of the IEP Representatives or otherwise.

\_\_\_\_ **D. [initial]** I hereby agree to and shall indemnify, defend, save and hold harmless IEP Representatives from and against any and all loss, liability, damage, or cost they may incur, including attorneys' fees and litigation costs, arising out of or related to the above-described activities, whether caused by negligence or otherwise.

\_\_\_\_ **E. [initial]** I hereby agree that the assumption of risk, the release and waiver of liability, and the indemnity agreements contained herein extend to all acts of negligence and is intended to be as broad and inclusive as is permitted by the law of North Carolina and any other state whose laws apply to the activities, and that if any portion of this Form is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_ **F. [initial]** I give IEP Representatives the right to photograph or video tape (me/my child), or likeness of (me/my child), and to disseminate any images or recordings of (me/my child) for any reproductions associated or in any way connected with marketing, advertising, publication or marketing of any event undertaken by IEP and IEP Representatives. Specifically, I hereby forever and irrevocably grant to IEP and IEP Representatives a license and permission to use any such photographic or video reproduction of (me/my child) in any form of advertisement for IEP or any of its member for promotional purposes. I understand that no compensation will be paid by IEP or IEP Representatives for the use of any photographic or video reproduction of (me/my child).

\_\_\_\_ **G. [initial]** By signing this Form and initialing each paragraph, I represent that I have read this Form thoroughly and understand it completely, including the substantial legal rights I am giving up for (myself/my child and myself) by signing it. I have had the opportunity to have my own attorney review this Form and my attorney has done so or I have knowingly and voluntarily chosen not to have my attorney review this Form. I have signed this Form freely and voluntarily without inducement of any kind or guarantee being made.

\_\_\_\_ **H. [initial]** I INTEND BY MY SIGNATURE FOR THIS FORM TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I UNDERSTAND AND AGREE THAT THIS FORM CANNOT BE AMENDED OR MODIFIED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND THAT IT IS BINDING ON (ME/MY CHILD AND MYSELF), AND OUR HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

*Current participating IEP member companies include but are not limited to American Cheer Express, Americheer and Ameridance, Champion Cheer and Dance, Cheer America, Cheer and Dance Extreme, Cheer Champion Express, Cheer LTD, Cheer Star Productions, Contest of Champions, Eastern Cheer and Dance Association, JAMZ, KC Christmas Celebration, Mardi Gras Spirit Events, Pac West Spirit Group, Redline Cheer and Dance, Spirit Celebration, Spirit Festival, Spirit Unlimited, United Cheer, UPA Cheer and Dance, US Spirit, World Cheerleading Association, Worldwide Spirit Association.*

Name of Participant ( )	Age of Participant	Insurance Carrier	Policy #
Number to be Called in Case of Emergency	Name of Emergency Contact	Relationship to Participant	<input type="checkbox"/> Participant has NO INSURANCE
Address of Participant/Parent/Guardian			
Signature of Participant (if over 18) or Parent/Guardian (if Participant is under 18)			Date