

## CONSENT, WAIVER, AND RELEASE

Participant Name (“Participant”) and Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact Name/Relationship/Phone Number: \_\_\_\_\_

**By signing this Consent, Waiver, and Release (this “Waiver and Release”), I acknowledge that I am waiving and releasing, on behalf of myself, Participant, and certain other persons or entities who could make a claim through me or Participant (each, a “Third-Party”), certain claims against U.S. Cheer Productions LLC (“U.S. Cheer”), Sashboo Leasing, LLC (“Sashboo”), and their respective agents, employees, officers, directors, shareholders, members, partners, owners, family members, estates, executors, administrators, trustees, representatives, agents, insurers, sureties, guarantors, successors, assigns, and any person or any entity through which U.S. Cheer and/or Sashboo may be liable (collectively, “Releasees”), arising out of, or relating to, Participant participating in any and all practices, training, activities, events, and services provided by U.S. Cheer regardless of when and where they take place (the “Activities”), including, without limitation, gymnastics, tumbling, trampolines, dance, and cheerleading. THIS RELEASE SHALL APPLY TO ALL ACTIVITIES DURING THE 2021-2022 SEASON (i.e., \_\_\_\_\_). This Waiver and Release is a contract with legal consequences. PLEASE READ THIS RELEASE CAREFULLY BEFORE SIGNING.**

I, \_\_\_\_\_, the undersigned parent or guardian of Participant, on behalf of myself, Participant, and my and Participant’s respective family members, heirs, executors, administrators, trustees, beneficiaries, estates, guests, licensees, invitees, representatives, successors, assigns, and any other person or entity who could bring a cause of action through me, Participant, or on my or Participant’s behalf, hereby acknowledge, understand, and agree to the following in consideration for Participant participating in the Activities:

1. I am fully aware of the risks and hazards inherent, whether fully known or unknown, associated with the Activities. I am fully aware that participating in gymnastics, tumbling, trampolines, dance, and cheerleading involves the risk of bodily injury, personal injury, and death, including, without limitation, neck injuries, head injuries, fractured bones, and paralysis. I acknowledge that the description above of these risks is not complete and other unknown or unanticipated risks associated with the Activities may result. Participant and I agree to assume full responsibility for the inherent risks identified in this Waiver and Release and those not specified in this Waiver and Release. I hereby consent to Participant participating in the Activities regardless of such inherent risks and hazards. Participant’s participation in the Activities is strictly voluntary, and I agree that Participant is permitted to participate in the Activities despite, and with full knowledge, of all inherent and other risks. Participant and I knowingly, fully, and voluntarily assume all risks associated with Participant participating in the Activities. I, on behalf of myself, Participant, and each Third-Party, knowingly, fully, and voluntarily assume and accept all risks of bodily injury, personal injury, and death, and all other possible losses associated with the Activities, including those which may be attributable to Releasees, except Releasees’ gross negligence or willful misconduct.

2. I represent and warrant on behalf of myself and Participant that Participant does not have any underlying medical, physical, emotional, psychological, or any other condition (each, a “Medical Condition”) that prevents Participant from participating in the Activities. Neither Participant nor I have been advised by any doctor, orthodontist, psychiatrist, optometrist, or any other healthcare professional that Participant should not participate in the Activities for any reason. I acknowledge and agree that Releasees do not have any duty or obligation to determine whether Participant has any Medical Condition or whether Participant should or should not participate in the Activities due to a Medical Condition. I, on behalf of myself, Participant, and each Third-Party, hereby waive and release Releasees from all causes of actions, lawsuits, demands, claims, damages, losses, awards, compensation, and any other action, remedy, or relief arising out of, or relating to, the Medical Conditions, except Releasees’ gross negligence or willful misconduct. I, on behalf of myself, Participant, and each Third-Party, hereby further waive and release Releasees from all causes of actions, lawsuits, demands, claims, damages, losses, awards, compensation, and any other action, remedy, or relief arising out of, or relating to, any illness or sickness Participant may contract as a result of the Activities and/or Participant participating in the Activities, including, without limitation, influenza and SARS-CoV-2 (i.e., COVID-19).

3. I, on behalf of myself, Participant, and each Third-Party, hereby agree to forever release, waive, and discharge the Releasees from all causes of action, lawsuits, demands, claims, damages, losses, awards, compensation, and any other action, remedy, or relief arising out of, or relating to, the Activities and Participant participating in the Activities, except Releasees’ gross negligence or willful misconduct. I acknowledge and agree that by signing this two page document, I am waiving and releasing all of my rights and Participant’s rights, and certain other person’s or entity’s rights, to sue, bring an action against, file a lawsuit against, allege causes of action against, and/or recover any damages, losses, awards, compensation, or any other relief from, Releasees arising out of, or relating to, the Activities and Participant participating in the Activities, except Releasees’ gross negligence or willful misconduct. I fully understand and

acknowledge that this agreement not to sue, bring an action against, file a lawsuit against, allege causes of action against, and/or recover any damages, losses, awards, compensation, and any other relief from, Releasees includes claims Participant and/or I might have for ordinary negligence and/or carelessness of Releasees. Such waiver and release is for any type of claim against Releasees, including, without limitation, any bodily injury, personal injury, death, emotional distress, illness, disability, and property damage related to the Activities and Participant participating in the Activities, except Releasee's gross negligence or willful misconduct. I acknowledge and agree that this Waiver and Release is intended to be, and is, a complete release of all responsibility of Releasees for bodily injury, personal injury, death, and/or property damage associated with the Activities and Participant's participation in the Activities, except Releasee's gross negligence or willful misconduct.

5. To the fullest extent permitted by applicable law, I agree to indemnify, defend, and hold harmless Releasees from and against all lawsuits, causes of action, claims, demands, injuries, death, damages, losses, costs, awards, and expenses (including, without limitation, attorney fees, court costs, expert witness fees, and consultant fees) arising out of, or relating to, the Activities or Participant's participation in the Activities.

6. This Waiver and Release is governed by the laws of the State of Ohio without regard to conflict of law provisions. By signing this Waiver and Release, I am not relying on any oral or written representation or statements made by the Releasees, except as set forth in this document. This Waiver and Release shall be binding upon me, Participant, and Third-Parties to the fullest extent permitted by law. This Waiver and Release is intended to be as broad and inclusive as is permitted by applicable law. If any provision of this Waiver and Release is found to be unenforceable, then the remaining terms shall be enforceable.

7. I hereby authorize Releasees to perform, or have other qualified individuals or entities perform, any necessary treatment for any injuries Participant may incur or sustain arising out of, or relating to, the Activities and/or Participant's participation in the Activities. In the event of an emergency, Participant will be transported to a hospital, urgent care center, or other appropriate healthcare facility for treatment. I acknowledge and agree that I shall be fully responsible for all costs and fees associated with such medical treatment, and I agree to indemnify, defend, and hold Releasees harmless from such costs and expenses. I, on behalf of myself, Participant, and each Third-Party, hereby waive and release Releasees from all causes of actions, lawsuits, demands, claims, damages, losses, awards, compensation, and any other action, remedy, or relief arising out of, or relating to, Release performing, or having other qualified individuals or entities perform, any necessary treatment for any injuries Participant may sustain arising out of, or relating to, the Activities and/or Participant's participation in the Activities.

8. I hereby grant permission for Participant or Participant's likeness to appear in any print media, electronic media, or the internet associated with U.S. Cheer without any further consent or any consideration.

**I, THE PARENT AND/OR LEGAL GUARDIAN OF PARTICIPANT, CONSENT AND AGREE TO ALL OF THE TERMS, CONDITIONS, AND PROVISIONS OF THIS WAIVER AND RELEASE ON BEHALF OF PARTICIPANT. I AGREE THAT THIS WAIVER AND RELEASE SHALL APPLY TO, AND BE BINDING UPON, PARTICIPANT (INCLUDING PARTICIPANT'S FAMILY MEMBERS, HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, BENEFICIARIES, ESTATES, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ANY OTHER PERSON OR ENTITY WHO COULD BRING A CLAIM THROUGH, OR ON BEHALF OF, PARTICIPANT) IN THE EXACT SAME MANNER AS THIS WAIVER AND RELEASE IS BINDING UPON ME OR ANY OTHER COMPETENT ADULT OR PERSON.**

**BY SIGNING THIS WAIVER AND RELEASE, I HEREBY CERTIFY THAT I FULLY READ THIS WAIVER AND RELEASE, I UNDERSTAND THIS WAIVER AND RELEASE, I ACCEPT ALL THE TERMS, CONDITIONS, AND PROVISIONS OF THIS WAIVER AND RELEASE, I INTEND FOR PARTICIPANT AND I TO BE BOUND BY THIS WAIVER AND RELEASE, I EXPRESSLY UNDERSTAND THAT PARTICIPANT AND I HAVE WAIVED AND RELEASED SUBSTANTIAL RIGHTS BY EXECUTING THIS WAIVER AND RELEASE, AND I VOLUNTARILY EXECUTED THIS WAIVER AND RELEASE.**

\_\_\_\_\_  
Parent/Guardian Signature

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_