



RELEASE/WAIVER LIABILITY AGREEMENT

PLEASE PRINT:

PARTICIPANT NAME _____ **PARENT/GUARDIAN** _____

PHONE _____ **EMAIL** _____

ADDRESS _____ **CITY/TOWN** _____

EMERGENCY CONTACT PERSON & RELATIONSHIP _____

SCHOOL _____ **TEACHER** _____ **GRADE** _____

PRINT THE NAME/PHONE NUMBER OF THE PERSON RESPONSIBLE TO PICK UP AND TAKE THE PARTICIPANT HOME: _____

In consideration of allowing my child to participate in cheerleading, dance and tumbling programs and related activities offered by The Cheer and Dance Connection (will be referred to as TCDC), the undersigned, for himself/herself, his/her personal representatives, heirs and assigns consents to fully participate in TCDC programs. I understand there is an inherent risk of injury in cheerleading, dance, tumbling and related activities. This release is valid for any and all classes, programs, events and other related activities my child participates in, held at or sponsored by TCDC providing instruction taking place on equipment designed for cheerleading, dance and tumbling. As an extension of regularly scheduled classes, programs and events, I understand my child may take part in open gyms, special day camps, performances, demonstrations, parties and other related activities.

My child and I fully understand cheerleading, dance and tumbling activities involve motion, rotation and height in a unique environment, and carries an assumption of risk. I assume full responsibility for the risk, injury, death or property damage due to negligence of Releasees (as defined below) or otherwise while in or upon TCDC's facilities for any purpose including training, competing, observing, or participating in activities. Any/all risks associated with my child's participation are assumed by my child and I not withstanding and we hereby forever and fully release, waive, discharge, indemnify and agree to hold harmless TCDC, a Colorado corporation, its officers, coaches, directors, stockholders, employees, agents and independent contractors (each a "Releasee and collectively the "Releasees") from and against all claims, demands, causes of action and liability of every type and kind and nature whatsoever for damage, loss, injury or death to any of myself and my participating child, or to any of my property or property of my child which results from participation in activities held at, or sponsored by, TCDC whether such claim, demand, cause or action or liability is based upon negligence, breach of contract and/or warranty (expressed or implied) product liability or upon any other legal theory or basis of any nature whatsoever.

Should my child be injured while participating in TCDC activities a staff member/coach will immediately notify the above noted/designated emergency contact person and will administer basic first aid as needed.

I also further acknowledge, understand, appreciate and agree that my child's participation may result in possible exposure to illness from infectious diseases, including, but not limited to, MRSA, Influenza and COVID 19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

I knowingly and freely assume all such risks for my child, both known and unknown, even if arising from the negligence of the Releasees or others, and I assume full responsibility for my child's participation and exposure.

I hereby agree this Release and Waiver of Liability Agreement is intended to be as broad and inclusive as is permitted but the law of the State in which my child participates in programs and activities at/with TCDC. If any portion hereof is held invalid, it is agreed the balance shall continue in full force and effect. This Agreement is a legally binding contract and supersedes any other agreements or representations by and between these parties written or oral, with regard to the subject matter hereof.

I have read the RELEASE AND WAIVER LIABILITY AGREEMENT (assumption of risk and indemnity agreement), and I understand I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT

I hereby covenant and promise I am the minor's parent and/or legal guardian and on behalf of myself and the minor, understand the nature of the above referenced activities and the minor's experience and capabilities. I believe the minor to be qualified to participate in such activities as offered by TCDC. I further agree that I, despite, this Release and Waiver Liability Agreement, I, the minor or anyone on the minor's behalf makes a claim against any of the above "Releasees," I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which any Releasee may incur as the result of any such claim.

Month, Day and Year Read/Signed _____

Signature of Parent/Legal Guardian _____

Date Received by TCDC _____ **Initials** _____

****I also give my permission for the TCDC to post photos and videos of my child on the website and social media platforms.*** _____ ***Initials***