



# ISLAND ELITE CHEERLEADING (“ELITE”)

Assumption of Risk, Waiver and Release of Liability, and Hold Harmless Agreement.  
THIS AGREEMENT EFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY

Dear parent of minor participant, or adult participant, **by signing below, you agree as follows:**

1. **Responsibilities:** It is my responsibility to ensure that my child is wearing suitable clothing during participation in all activities associated with the program: athletic attire/team t-shirts, shorts and cheer shoes for practices and uniform and other items deemed necessary by the coaches. This includes braces and/or athletic equipment that an athlete may be required to wear in order to participate. **My child and I have read and understand the Island Elite Cheerleading policies that apply at all times and are in place as safety protection measures.** I understand that I must report any and all injuries to my Coach(es) no matter how insignificant they may appear and/or whether or not they were a result of participation in Elite activities.

2. **Rules:** I understand that the rules/regulations are designed for the safety/protection of participants and I hereby agree to ensure my child and I abide by the rules and regulations set down by Elite.

3. **Risks:** I understand and acknowledge that participation in cheerleading may result in personal injury (including but not limited to: injury to bones, joints, connective tissue, muscles, internal organs, and other aspects of human anatomy, and in rare occurrences, death, complete or partial paralysis or brain damage) and property damage or loss. By allowing my daughter/son to participate, I am accepting the risk of an accident occurring and agree that the activities carried out in the course of training with Elite are suitable for me and my child. I fully understand these risks and hereby agree that I and my child participate in the Elite cheerleading program voluntarily and at our own risk.

4. **Waiver and Release:** I hereby waive any and all claims I may have, and release all liability and agree not to sue: Elite, Kate Bell, Mishan Hedge, Elite employees, agents or volunteers (collectively “Elite”) for any personal injury, death, property damage or loss sustained as a result of my or my child's participation in the program, arising out of any cause whatsoever, including the negligence of Elite. In signing this agreement, I am not relying on any oral or written representation or statements made by Elite, its servants, agents, employees or authorized volunteers to induce me to permit my child to take part. I agree that this Release shall bind my heirs, executors, administrators and assigns.

5. **Hold Harmless:** I agree to indemnify and hold harmless Elite (as defined in para 4 above) from and against all claims, actions, costs and expenses and demands in respect to death, injury, loss or damage to my or my child’s person or property, wheresoever and howsoever caused including the negligence of Elite, arising out of or in connection with my or my child’s participation in Elite activities. I agree that this indemnity shall bind my heirs, executors, administrators and assigns.

6. **Media Release:** I hereby grant Elite the right to use, without payment of any fee or charge, any written information, photograph, video tape or other visual media of myself or my child taken during Elite activities.

7. **Legal Capacity:** I warrant that I am 19 years of age or older, and (if applicable) the legal guardian of the child named below, and have read and understood the terms of this agreement and **I understand that it effects my legal rights and is binding upon me**, my heirs, executors and administrators.

Name of Child or Self (if athlete above 19 yrs): [print]\_\_\_\_\_

Name of Parent / Guardian: [print]\_\_\_\_\_

Signature of Adult / Parent / Guardian: \_\_\_\_\_

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