# RELEASE AND WAIVER FORM

***Event Name: Philadelphia Thanksgiving Parade – November 24-27, 2026***

VARSITY SPIRIT

## PARTICIPANT INFORMATION

First Name _____ Last Name _____ DOB: __ / _____ /_____

Address 1 _____ Address 2 _____

City _____ State/Province/Region _____ Zip/ Postal Code _____

## GUARDIAN INFORMATION

First Name _____ Last Name _____ DOB: ___ / ___ /_____

Emergency Contact Name _____ Emergency Contact Phone _____

## Liability Release and Waiver Form – Read Carefully Before Signing

Liability Release: (sometimes referred to as Me), on my own behalf and/or, if I am a parent/guardian of a participant, on behalf of the minor participant (i.e., a person unable to bind themselves without parental/guardian consent as determined by state law) (hereinafter "Minor") of whom I represent to be the custodian/guardian vested the authority to make decisions for and speak on behalf of (I and Minor are hereafter referred to individually and/or collectively as "We", "Our" or "Us"), hereby acknowledge and agree that We voluntarily seek to participate in and/or attend the Varsity Spirit camp/competition/event for which We participate and/or attend (in person and/or virtual/online camp/competition/event), including the event listed above (individually and collectively the "Event(s)"). In exchange for participation/attendance at the Events. We agree to the following terms and conditions ("Terms and Conditions"):

(1) We understand that Varsity Spirit LLC ("Varsity Spirit"), its corporate sponsors ("Sponsors"), the National High School Cheerleading Championships, Inc., a not-for-profit corporation ("NHSCC"), U.S. All Star Federation, Inc., a not for profit corporation ("USASF"), USA Federation for Sport Cheering, a not for profit corporation ("USA Cheer"), together with each of the above named entities' (including Varsity Spirit) respective parent companies at all levels, subsidiaries, affiliated companies, directors, officers, representatives, members, agents, employees, and contractors (all of the aforementioned shall individually and collectively be referred to as "Spirit Et Al") are detrimentally relying upon Us to agree to the Terms and Conditions as a condition of participation/attendance, and therefore, these Terms and Conditions constitute valuable consideration We are providing to participate in and/or attend the Event(s);

(2) We understand and agree that the Event(s) concern or contain intense, physically demanding, and dangerous activities whereby Injury or Injuries (Injury and/or Injuries, individually or collectively, are defined as physical, emotional and/or mental illness, injury, and/or trauma, including minor, minimal, serious, catastrophic and/or death) are a natural and foreseeable consequence of Our voluntary participation and We undertake the risk of such Injury or Injuries;

(3) We understand that Injuries can occur as a result of the athletic stunts and/or feats We attempt, and We agree to undertake the risk of such Injury;

(4) We understand that many aspects of the Event(s) involve working together with, being among and around Spirit Et Al and other athletes/participants/spectators/coaches and that human error, negligence, gross negligence, reckless, willful or wanton acts or omission of others with whom We are participating with or near may cause Us Injury which We understand to be part of the risks involved in participating in or attending the Event(s); and

(6) We understand and agree that:

(a) Events are held at Hosting Sites (university, hotel, convention center, high school, other site) on whose premises the Event(s) will occur or are filmed (if the Event is online or being conducted virtually);

(b) We will be at the Hosting Site and Surrounding Areas (parking lots, hotels, streets, walkways, restaurants, convenience stores, etc.);

(c) Hosting Sites and Surrounding Areas have many risks both during structured events, during downtime, and during meals, etc.; (d)

(i) Spirit Et Al does not control the Hosting Site or Surrounding Areas, or risks associated with them, and We may suffer Injury as a result of conditions in such Hosting Sites and Surrounding Areas;

(ii) Spirit Et Al has no control over third parties, including but not limited to other participants, counselors, coaches or other assistants of gyms or teams or spectators;

(iii) Varsity Spirit has no control over any person not employed by Varsity Spirit;

(iv) even as to employees of Varsity Spirit, Varsity Spirit has no control over an employee's acts when not working (including but not limited to downtime at Events, Host Sites, or Surrounding Areas) or acts where the employee is engaging in behavior or conduct that is outside the scope of their employment duties;

(v) We may suffer Injury at the hands of persons identified in subparts (ii), (iii) and (iv) through such person's negligence, gross negligence, willful or even intentional acts for which Spirit Et Al cannot predict, control or prevent;

(7) In consideration for being able to participate in or attend the Event(s), We acknowledge and agree that participation in or attending the Event(s) subjects Us to the possibility of Injury and that We acknowledge that We are assuming the risk of such Injury by participating in and/or attending the Event(s), We assume sole and full responsibility for Our participation and/or attendance, and agree not to hold or claim Spirit Et Al accountable or liable for any Injuries sustained. We further agree to hold harmless and covenant not to sue Spirit Et Al, the Hosting Site, and/or any online platform through which the Event(s) is being conducted (if applicable) and the heirs, successors, assigns, executors and administrators of each (individually and collectively, "Releasees"), from and against any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, demand, action, cost and expense (including, without limitations, attorney's fees and costs) (collectively, "Claim") arising out of or connected with the Event(s), including any Claim arising out of or connected with any Injury that We may incur or sustain during the Event(s), related to all activities associated with the Event(s), and/or incurred while traveling to and from the site for the Event(s) or any other location from which We are participating in or attending the Event(s), whether or not the Event(s) actually occurs. We further expressly agree to indemnify and hold harmless the Releasees against loss from any further Claims that may subsequently be brought by Us or by any other persons on account of any Injury or damages of any character resulting from Our participation in or attendance at any Event. We further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such Claim.

(8) Supervision: An adult (age 21 and over), which shall be solely vetted by Me, is required to attend the Event(s) with any participants under the age of 21. I or this adult will be responsible for the participants at all times. We understand that Releasees are not responsible in any manner for vetting Our chosen adult supervisor or otherwise protecting Us from acts of misconduct by such adult.

(9) Appearance Agreement: I agree that as a participant and/or attendee at Event(s), We may be included in recordings, streaming, videotapes, photographs, DVDs, podcasts and videocasts taken during the Event(s). Therefore, without reservation or limitations, We hereby irrevocably assign, transfer and grant to Releasees and their successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape Us at Events and utilize such videotapes and photographs and to further use Our name, image, face, likeness, voice and appearance as a part of the Event(s), in advertising and promoting the Event(s), in advertising and promoting similar future events, or in advertising and promotions relating to Releasees, in any media now in existence or hereafter developed, without further compensation and without reservations or limitations. We further understand that no Releasee nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. We waive any right to inspect or approve any materials related thereto.
(10) Event(s) Rules: We further acknowledge and understand that Varsity Spirit and/or Hosting Sites have established rules and regulations pertaining to conduct, behavior and activities of all Event(s) participants and attendees. We agree that the Terms and Conditions outlined herein are considered part of and incorporated into the rules and regulations for each and every Event without them needing to be repeated. We acknowledge that We have received, read and understand the Event(s) rules and agree to abide by the same during the Event(s). We will be responsible for Our failure to abide by those rules and regulations, including the payment of any damages caused by Our failure to abide by the same. We agree to indemnify and defend Releasees from any and all Claims related to or resulting from Our failure to abide by the aforementioned rules and regulations. We understand that violation of the rules and regulations can result in dismissal from the Event(s) with no refund.
(11) We understand that Spirit Et Al may report any potential or suspected violations of the rules referenced in section 10, above, or any other perceived misconduct of any type, to third parties as appropriate, and in a superabundance of caution, including to law enforcement, child protection authorities, USA Cheer and/or USASF. We hereby covenant not to sue Spirit Et Al for any and all good faith reports. We understand that Spirit Et Al may provide personal or other information about Us to each other and to third parties in connection with any such reports and/or to assist in any investigation or review of potential or suspected violations of any rules or regulations or other misconduct, behavioral concerns or other activities.
(12) Transportation Release: We acknowledge that Spirit Et Al or Host Site may arrange, facilitate, or provide transportation, including through private vehicles as appropriate, for Us and agree that We may participate in such transportation and consent to any means of such transportation – including but not limited to giving permission for Us to ride in private cars. We further agree to release and discharge any Releasees from all Injuries and from all damage to property, real or personal, caused by or arising out of the above-described transportation.
(13) Medical Release: We acknowledge and agree that participation in the Event(s), Hosting Sites, and Surrounding Areas, subjects Us to risk of Injury, and that We acknowledge that We are assuming the risk of such Injury by participating in and/or attending the Event(s). In the event of Injury, We authorize Spirit Et Al and/or Hosting Site to obtain medical treatment it deems needed or necessary and hereby release and hold harmless Releasees in the exercise of this authority. We further acknowledge and understand that We will be responsible for any and all medical and related bills that may be incurred on behalf of Us for any Injury or possible Injury that We may sustain during the Event(s), at Hosting Sites, in Surrounding Areas, and/or while traveling to and from Event(s), whether or not the Event(s) actually occurs.
(14)COVID-19 (and other diseases) Assumption of Risk and Release: We acknowledge that We are aware that participants are not required to prove immunization against COVID-19 or other diseases, or to wear masks, unless required to do so by state or local guidelines, in order to participate in or attend the Event(s), and that certain risks associated with exposure to COVID-19 or other communicable or non- communicable diseases may exist at the Event(s). By participating or attending, We are assuming all risks, responsibility and liability concerning Our health and safety and possible exposure to COVID-19, or other communicable or non-communicable diseases, in connection with the Event(s). We agree to release and to hold harmless Releasees from any and all liability, whether caused by negligence of the Releasees or otherwise, for any Claim arising out of or associated with Our participation in or attendance at the Event(s), including but not limited to possible exposure to COVID-19 or any other communicable or non-communicable disease.
Varsity is located in the United States. The information provided in connection with this Release and Waiver Form will be stored and processed in the United States by Varsity and our vendors.
Governing Law: This Release and Waiver Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Release/Waiver Form will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**RESPONSIBILITY DISCLOSURE NOTICE**: Varsity acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity. Varsity shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Varsity. Varsity shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk, and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

WE HEREBY WARRANT THAT WE HAVE READ THIS RELEASE AND WAIVER FORM IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. WE ARE AWARE THAT THIS PARTICIPANT RELEASE AND WAIVER FORM RELEASES RELEASEES (DEFINED ABOVE) FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF OUR VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS. WE FURTHER ACKNOWLEDGE THAT NOTHING IN THIS RELEASE AND WAIVER FORM CONSTITUTES A GUARANTEE THAT THE EVENT(S) WILL OCCUR. WE HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF OUR OWN FREE WILL

Signature of Participant or Parent/Guardian: _____ Date: ____ / ____ / _____