

## 2024 USA SPIRIT NATIONALS' PARTICIPANT LIABILITY RELEASE AND WAIVER FORM

To be completed by all PARTICIPANTS (including COACHES/ADVISORS)

This form is due in the USA office by **January 19, 2024**. Please do not fax or scan this form.

Every participant (including coaches/advisors) must have an original, completed and signed release form in order to participate.

Name/Minor's Name \_\_\_\_\_ Name of Minor's Parent/Legal Guardian \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Event Location **Anaheim Convention Center** Event Date(s) **February 16 – 18, 2024**

School /Team Name \_\_\_\_\_ Division \_\_\_\_\_ Cheer [ ] Dance [ ]

**Liability Release:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I \_\_\_\_\_, on my own behalf and/or as parent or legal guardian of \_\_\_\_\_, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow me and/or Minor to participate in the above ("Event") to be conducted by Varsity Spirit LLC ("Varsity Spirit"). I, on my own behalf and/or on behalf of Minor, further agree to release and to hold harmless Varsity Spirit, Varsity Spirit's corporate sponsors (hereinafter "Sponsors"), the hosting site (university, hotel, convention center, high school) on whose premises the Event will occur and/or the online platform through which the Event is being conducted if all or any part of the Event is conducted virtually (hereinafter the "Location"), the affiliates and brands of Varsity Spirit, 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") and the respective directors, officers, representatives, members, agents and employees of the preceding parties (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that I and/or Minor may incur or sustain during the Event, all activities associated with the Event, and while traveling to and from the site for the Event or any other location from which I and/or Minor is participating in the Event, whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by me and/or Minor or by any other persons on the account of damages of any character resulting to me and/or Minor in any way from the foregoing activities. I 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 action, claim or demand.

**Supervision:** An Adult (age 21 and over) is required to attend the Event with participants. This Adult will be responsible for the participants at all times. The Releasees are not responsible for participants' supervision.

**Appearance Agreement:** I understand that as participant and/ or a spectator at the Event that I and/or Minor may be included in recordings, streaming, videotapes, photographs, DVDs, podcasts and videocasts taken during the Event. Therefore, without reservation or limitations, I, on my own behalf and/or on behalf of Minor, hereby 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 me and/or Minor and to utilize such videotapes and photographs and my and/or Minor's name, face likeness, voice and appearance as a part of the Event or in any other media now in existence or hereafter developed, in advertising and promoting the Event, in advertising and promoting similar future events or in advertising and promotions relating to Releasees without reservations and limitations. I further understand that neither Varsity Spirit nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve any materials related thereto.

**Event Rules.** I further acknowledge and understand that Varsity Spirit has established rules and regulations pertaining to conduct, behavior and activities of all Event participants. I, on my own behalf and/or on behalf of Minor acknowledge that I have received, read and understand the Event rules, by which I and/or Minor agree to abide during the Event, and that I and/or Minor will be responsible for my/his/her failure to abide by those rules and regulations. I, on my own behalf and/or on behalf of Minor understand that violation of the rules can result in dismissal from the Event with no refund.

**Medical Release:** I, on my own behalf and/or on behalf of Minor, acknowledge and agree that such participation subjects me and/or Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/ or death) and that I, on my own behalf and/or on behalf of Minor, acknowledge that I and/or Minor is assuming the risk of such illness or injury by participating in the Event. In the event of such illness or injury, I authorize Varsity Spirit to obtain necessary medical treatment for me and/or Minor and hereby I, on my own behalf and/or on behalf of Minor, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of me and/or Minor for any illness or injury that I and/or Minor may sustain during the Event and while traveling to and from the site for the Event or the location from which I and/or Minor is participating in the Event, whether or not the Event actually occurs.

I represent that any medication to which I and/or Minor is allergic or medications that I and/or Minor is currently taking are listed below. I agree that I and/or Minor shall bring medications which I and/or Minor is currently taking to the Event and shall consume the prescribed dosage for such medications.

Medications (if any): \_\_\_\_\_ Allergic to (if any): \_\_\_\_\_

I acknowledge that I and/or Minor suffers from the following condition(s): \_\_\_\_\_

**COVID-19 Assumption of Risk and Release:** You acknowledge that you are aware that participants are not required to prove immunization against COVID-19 or to wear masks, unless required to do so by state or local guidelines, in order to participate or attend the Event, and that certain risks associated with exposure to COVID-19 may exist at the Event. On behalf of myself and/or as the parent or legal guardian of Minor, by participating and/or allowing Minor to participate, and by signing this Participant Release and Waiver Form, I, on my own behalf and/or on behalf of Minor, am assuming all risks, responsibility and liability concerning my and/or Minor's health and safety and possible exposure to COVID-19 in connection with the Event.

**I, on my own behalf and/or on behalf of Minor, 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, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or associated with my and/or Minor's participation at the Event and my and/or Minor's possible exposure to COVID-19.**

I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR, HEREBY WARRANT THAT I HAVE READ THIS PARTICIPANT RELEASE AND WAIVER FORM IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR AM AWARE THAT THIS PARTICIPANT RELEASE AND WAIVER FORM RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS. I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR, FURTHER ACKNOWLEDGE THAT NOTHING IN THIS PARTICIPANT RELEASE AND WAIVER FORM CONSTITUTES A GUARANTEE THAT THE EVENT WILL OCCUR. I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR, HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL. I, ON MY OWN BEHALF AND/OR BEHALF OF MINOR, UNDERSTAND THAT SPONSORS MAY DISTRIBUTE SAMPLES OF THEIR PRODUCTS AT THE EVENT.

Signature/Signature of Parent or Legal Guardian: X \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_ Minor Birthdate: \_\_\_\_\_