

2023 Varsity Spirit Pearl Harbor Memorial Parade

ADULT Release and Waiver Form

Adult's Name _____
(Please Print)
Address _____
City _____ St _____ Zip _____
Phone _____
School Name _____

Liability Release: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to participate in the Varsity Spirit Pearl Harbor Memorial Parade ("the Event") on or about December 4-9, 2023 to be conducted by Varsity Spirit LLC ("Varsity Spirit"), d/b/a Universal Cheerleaders Association ("UCA"), d/b/a Universal Dance Association ("UDA"), d/b/a National Cheerleaders Association ("NCA"), d/b/a National Dance Association ("NDA"), d/b/a United Spirit Association (USA) and d/b/a Urban Cheerleading Experience ("UCE"). I further agree to release and to hold harmless Varsity Spirit, the Hosting site (university, hotel, convention center, high school) on whose premises the Event will occur (hereinafter the "Location") and the Event officials, Varsity Spirit's Corporate Sponsors (hereinafter "Sponsors") and production staff (hereinafter "Varsity's Event Agents") the affiliates of Varsity Spirit, Sponsors, vendors, contractors, Location and the Event Agents, and the respective directors, officers, representatives, members, agents and employees of Varsity Spirit, the Location, Event Agents and their respective affiliates (hereinafter collectively "Releasees") from any and all liability whether caused by the 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 may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the site for 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 or by any other persons on the account of damages of any character resulting to me 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.

I hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I further acknowledge that nothing in this Liability Release constitutes a guarantee that the Event will occur. I have signed this document voluntarily and of my own free will.

Signature Adult: **X** _____ Date: _____

Medical Release: I acknowledge and agree that such participation subjects me to possibility of physical illness or injury (minimal, serious, catastrophic and/ or death) and that I acknowledge that I am 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 hereby 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 by me for any illness or injury that I may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs.

Supervision: I acknowledge that Varsity Spirit and/or Releasees are not responsible for supervising me.

APPEARANCE AGREEMENT: I understand Varsity will arrange for photography during the Event which may include me and that Varsity will arrange the proposed videotapes, DVD's, podcasts and videocasts that may feature the Event (the "Programs"). I hereby grant Varsity, their successors, assignees, licensees, sponsors, and all other commercial exhibitors the exclusive right to photograph and/or video tape me and further utilize my name, event participation, hometown, face, likeness, voice and appearance as part of the Programs, or in any other media now in existence or hereafter developed, in advertising and promoting the Programs and in advertising and promotions relating to Varsity without reservation or limitation. In granting this license, I understand that Varsity is under any obligation to exercise any of their rights, licenses and privileges herein granted. I waive any right to inspect or approve the Programs, copies thereof and any promotional materials related thereto.

Responsibility Disclosure Notice: Varsity Spirit 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 Spirit. Varsity Spirit shall not bear any liability to the passenger or any third party 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 Spirit. Varsity Spirit 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 a 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.

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

Medications (if any): _____

Allergic to (if any): _____

I acknowledge that I suffer from the following conditions: _____

School Name (of participant) _____

EMERGENCY INFORMATION: (Not traveling with you)

Name: _____ Address _____

Telephone (_____) _____(home) (_____) _____(work)

I hereby warrant that I have read this Adult Release and Waiver Form in its entirety and fully understand its contents. I am aware that this Adult 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 further acknowledge that nothing in this Adult Release and Waiver Form constitutes a guarantee that the Event will occur. I have signed this document voluntarily and of my own free will.

Signature of Adult: **X** _____ Date: _____

Every adult on the tour package must complete this form and turn in at registration on the first day of the event.