



**Participant Agreement; Publicity Release (Pg1),
Release of Liability & Voluntary Assumption of Risk (Pg2)**

Participant's Name: _____ Date of Birth: _____

Participant's Mailing Address: _____ City, St. Zip: _____

Home Phone: _____ Participant's Cell: _____

Mother's (Guardian) Name: _____ Cell Phone: _____

Email: _____

Father's (Guardian) Name: _____ Cell Phone: _____

Email: _____

Other Emergency Contact: _____ Phone: _____

PUBLICITY RELEASE

The Minor Participant, indicated above, and the parent(s) and/or legal guardian(s) of the Minor Participant, also listed above (the "Guardian"), as material consideration for the Minor Participant's participation in cheerleading, gymnastics, tumbling, dance and other athletic instruction, practice and competition ("Activity") with the Florida Cheer Sensation All Stars, LLC. expressly and freely agrees as follows:

1. Guardian has executed the **RELEASE OF LIABILITY & VOLUNTARY ASSUMPTION OF RISK** (Page 2 of this document), on behalf of themselves and the Minor Participant.
2. Guardian does hereby on their own behalf and on behalf of the Minor Participant, grant Florida Cheer Sensation All Stars, LLC. and their respective Parents, Subsidiaries, Agents, Successors and Assigns (collectively, the "Florida Cheer Sensation All Stars, LLC.") the irrevocable right and permission to photograph, videotape or otherwise record me or the Minor Participant in connection with the Activity, and to use the photograph or recording ("Photograph") for all purposes, including commercial, advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. Guardian and Minor Participant I waive any right to inspect or approve the use of the Photograph, and acknowledge and agree that the rights granted by this Release are without compensation of any kind. Guardian acknowledges and agrees that they nor the Minor have no right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of Florida Cheer Sensation All Stars, LLC..

I HAVE READ AND UNDERSTAND THE FOREGOING PARTICIPANT AGREEMENT; PUBLICITY RELEASE, RELEASE OF LIABILITY & VOLUNTARY ASSUMPTION OF RISK (PAGE 1 & 2) AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Guardian: _____ Date: _____

Printed Name of Guardian: _____ Printed Name of Minor Participant: _____

PLEASE COMPLETELY READ BOTH SIDES AND EXECUTE BOTH PAGES

Rev. 5/201



Florida Cheer Sensation All Stars, LLC.

Participant Agreement; Publicity Release (Pg1), Release of Liability & Voluntary Assumption of Risk (Pg2)

I, _____, the parent and/or legal guardian of the Minor Participant (the "Guardian"), as material

consideration for _____, a participant under the age of 18 (the "Minor Participant" or the "Minor"), being allowed to participate in cheerleading, gymnastics, tumbling, dance and other athletic instruction, practice and competition ("Activity") with the Florida Cheer Sensation All Stars, LLC. expressly and freely agrees as follows:

1. Guardian is allowing the Minor to participate in the Activity. Guardian acknowledges that Guardian has authority to immediately terminate the Minor's participation in the Activity if the Guardian observes anything deemed unsafe and agrees to immediately alert the Florida Cheer Sensation All Stars, LLC. management of any such observations.
2. Guardian represents that the Minor is in good health and does not have any health or mental/physical impairments or conditions that would be aggravated by participating in the Activity or that make such participation unsafe or otherwise inappropriate for the Minor, or other participants. Guardian further acknowledge and understand that the Guardian will be responsible for any and all medical and related bills that may be incurred on behalf of the Minor for any illness or injury that the Minor may sustain during or as a result of the Activity and while traveling to and from the site of Florida Cheer Sensation All Stars, LLC. or any other sites for the Activity including but not limited to camps, clinics, competitions or and other cheerleading or dance activity.
3. Guardian **WAIVES, RELEASES and FOREVER DISCHARGES** any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that he or she, the Minor, or any other parent/guardian of the Minor now or hereafter may have or claim to have against Florida Cheer Sensation All Stars, LLC. and their respective Owners, Subsidiary Companies, Insurers, Directors, Officers, Employees, Staff, Volunteers, Agents, Successors and Assigns (collectively, the "Florida Cheer Sensation All Stars, LLC.") resulting from any Inherent Risk involved with the Activity. The term "**INHERENT RISK**" shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the Activity provider acts with due care in a reasonably prudent manner. Examples of such **INHERENT RISKS** include, but are not limited to: sprains, strains, cuts, bruises, broken bones or other physical injuries, including injury resulting from negligent or intentional acts of the Minor or other minor participants and/or more serious injuries or illness. **INHERENT RISKS** additionally include a failure by the Activity provider to warn Guardian or Minor of a specific **INHERENT RISK**. Guardian acknowledges, understands, and appreciates that there are **INHERENT RISKS** involved in the Activity.
4. Guardian **RELEASES and HOLDS Florida Cheer Sensation All Stars, LLC. HARMLESS** from and against any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits, whether foreseen or unforeseen, present or future, known or unknown, that the Minor, the Guardian, or any other parent/legal guardian of the Minor may have or assert as arising from the **INHERENT RISKS** of the Activity, including those for personal injuries, illness, death or damage to or loss of property.
5. In the event the Minor is injured while participating in the Activity or under the supervision of Florida Cheer Sensation All Stars, LLC., Guardian hereby authorizes Florida Cheer Sensation All Stars, LLC. and/or its employees to obtain necessary medical treatment for the Minor
6. This Waiver and Release is intended to be only as broad and inclusive as permitted by Florida Statute Section 744.301. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by such statute.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FLORIDA STATUTE SECTION 744.301
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD
ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED
PARTIES AND THEIR PARENTS SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES,
VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY,
THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS
ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT
BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND
YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES AND THEIR PARENTS SUBSIDIARIES, INSURERS,
DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS IN A LAWSUIT FOR
ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT
RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO
REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES (AND ITS EMPLOYEES, VOLUNTEERS, AGENTS)
HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. I HAVE
READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Guardian Signature: _____ Address of Guardian: _____ Date: _____

Printed Name of Minor Participant: _____ Printed Name of Guardian: _____

Page 2 of 2

PLEASE COMPLETELY READ BOTH SIDES AND EXECUTE BOTH PAGES

Rev. 7/2014