



RELEASE FORM

I fully understand that Max Cheer Company and staff are not physicians or medical practitioners of any kind. With the above in mind, I hereby release the staff at Max Cheer Company to render temporary first aid to my child or children in the event of any injury or illness, and if deemed necessary by the staff at Max Cheer Company, to call a doctor and seek medical help, including transportation to any health care facility or hospital, or the calling of an ambulance for said child should the staff at Max Cheer Company deem it necessary.

We, the staff at Max Cheer Company, recognize our obligation to make our clients and their parents aware of the risks and hazards associated with the sport of cheerleading. Competitors may suffer injuries, possibly minor, serious or catastrophic in nature. These activities can be dangerous and can lead to injury. It is the parents who should make their children aware of the possibility of injury and encourage their children to follow all the safety rules and coaches' instructions.

The undersigned agree, Max Cheer Company and its staff members are not responsible for injuries sustained by any cheerleader during the course of tumbling, stunting, cheerleading, or dancing in which he/she may participate or while traveling to or from the event. With the above in mind, and being fully aware of the risks and possibility of injury involved, I consent to have my child or children participate in the programs offered by Max Cheer Company. I, my heirs, executors, and other representatives, waive and release all rights and claims for damages that I or my child/children may have against Max Cheer Company and or its representatives whether paid or volunteer. I also affirm that I now have and will continue to provide hospitalization, health and accident insurance coverage that I consider adequate for both my child's protection and my own protection.

APPEARANCE CLAUSE

Permission is granted to use my son/daughter's picture or image in future advertisement and literature for Max Cheer Company, events sponsored and conducted by them. I have read and agree to the above release and appearance clause.

RELEASE OF LIABILITY

Participants acknowledge that gymnastics entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or other injury to participants or damage to property, or injury to third parties. Participants understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: collisions with gymnastics equipment, personnel and other participants; supervised and unsupervised falls on and around gymnastics equipment; falls from stunts and/or pyramids, improper landings when dismounting equipment; equipment malfunction or failure; any and all of which may result in minor strains and sprains, broken bones, catastrophic injury, paralysis and even death; as well as, other injuries, damages, and losses associated with participation in a gymnastics activity.

Max's employees have a difficult job to perform. They will stress safety at all times, but they are not infallible. They might be unaware of a participant's fitness or abilities. In this regard it is the participant's responsibility to inform Max if the participant feels they are unable to safely attempt an activity or portion of any activity. Without this information Max employees may give inadequate warnings or instruction. Additionally, the equipment being used might malfunction.

Participants expressly agree and promise to accept and assume all risks existing in this activity. Our involvement in this activity is purely voluntary, and we elect to participate in spite of the risks involved.

Additionally, we acknowledge an understanding of and agree to follow all rules and regulations established by Max.

Participants hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Max from any and all claims, demands, or causes of action, which are in any way connected with our participation in this activity or our use of Max's equipment or facilities, including and such claims or actions which may allege negligent acts or omissions of Max, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf. We hereby give our consent to Max to provide customary athletic training attention, transportation, and emergency medical services reasonably warranted in the course of our participation.

In the event I file a lawsuit against Max, I agree to do so solely in the state of Alabama, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

Should Max or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, we agree to indemnify and hold Max harmless for all such fees and costs. We certify that we have adequate insurance to cover any injury or damage we may cause or suffer while located on Max property, or else we agree to bear the costs of such injury or damage ourselves. We further certify that we have no medical or physical condition that could interfere with our safety in this activity, or else we are willing to assume all risks and bear all costs of any resulting injury or damage directly or indirectly related to any such condition. By signing this document, we acknowledge that if anyone is hurt or property is damaged during our participation in this activity, or while observing similar activities, we may be found by a court of law to have waived our right to maintain a lawsuit against Max on the basis of any claim from which we have assumed the risk and/or released Max from as described in this agreement.

Assumption of Risk/Release of Liability

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Minors Name

Minors Date of Birth

Contact Information

Parent/Guardian Name

Parent/Guardian Number

Relationship to Athlete

Address line 1

Address line 2

Country

City

State/Providence

Zip/Postal

Signature