



REVIVAL ATHLETICS, LLC

WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, MEDICAL PERMISSION & PUBLICITY RELEASE

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT.

In consideration for being permitted to enter, observe, participate in, train at, travel with, or otherwise be involved in any activities, events, competitions, practices, instruction, conditioning, open gym, camps, clinics, exhibitions, performances, meetings, travel, lodging, or use of facilities, equipment, property, services, instruction, transportation, or supervision provided by **Revival Athletics, LLC**, a Florida limited liability company (“Revival Athletics”), the undersigned participant and/or parent or legal guardian of the minor participant(s) listed below (“Participant”), for themselves and on behalf of all heirs, assigns, executors, administrators, and personal representatives, agree as follows:

1. RELEASED PARTIES DEFINITION

This Agreement is made in favor of **Revival Athletics, LLC**, and its owners, officers, directors, members, employees, coaches, volunteers, agents, representatives, contractors, landlords, venue owners, lessors, managers, licensees, event producers, sponsors, affiliates, successors, and assigns (collectively, the “Released Parties”).

INITIALS: _____

2. ASSUMPTION OF RISK

Participant understands and expressly acknowledges that cheerleading, tumbling, stunting, athletic training, competitions, travel, and related activities involve **inherent and significant risks**, including but not limited to physical injury, emotional injury, illness, sickness, disease, permanent disability, paralysis, death, property damage, falls, collisions with persons or objects, equipment failure, travel and lodging risks, venue risks, and the potential unavailability or delay of emergency medical care.

Participant knowingly and voluntarily assumes **any and all risks**, whether known or unknown, foreseeable or unforeseeable, arising out of or related to the Activities, including risks caused by the **negligence, carelessness, acts, or omissions** of the Released Parties or others.

INITIALS: _____

3. RELEASE OF LIABILITY (INCLUDING NEGLIGENCE)

To the fullest extent permitted by Florida law, Participant hereby **irrevocably waives, releases, and forever discharges** the Released Parties from any and all claims, demands, causes of action, suits, liabilities, damages (including consequential damages), losses, costs, expenses, and attorneys' fees of any kind whatsoever, whether known or unknown, arising out of or related to participation in or presence at the Activities, **INCLUDING CLAIMS ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY RELEASED PARTY.**

This release includes, without limitation, claims for personal injury, emotional injury, illness, sickness, death, property damage, libel, slander, defamation, and invasion of privacy.

INITIALS: _____

4. FACILITY, EQUIPMENT & OBSERVATION

Participant understands that no area, equipment, or activity may be used unless expressly authorized and agrees to follow all instructions. Participant acknowledges that **observation, proximity to, or presence near training or equipment areas also involves risk.**

Participant agrees to inspect all facilities and equipment prior to use, immediately report any unsafe condition or injury, and refrain from use if anything appears unsafe or unfamiliar. All use, interaction, presence, or observation occurs **entirely at Participant's own risk.**

INITIALS: _____

5. INSURANCE & FINANCIAL RESPONSIBILITY

Participant acknowledges that Revival Athletics does **not** provide medical, accident, or health insurance. Participant affirms that adequate insurance coverage is maintained and agrees to be solely responsible for all medical expenses, property loss, damages, or costs arising from participation or presence.

Participant expressly waives any claims for **insurance benefits, workers' compensation, breach of contract, breach of warranty, or statutory claims.**

INITIALS: _____

6. INDEMNIFICATION & DEFENSE

Participant agrees to **indemnify, defend, and hold harmless** the Released Parties from any and all claims, liabilities, damages, losses, costs, expenses, and attorneys' fees arising out of or

related to participation in the Activities, any injury or damage caused by Participant, any violation of rules or instructions, or any challenge to the enforceability of this Agreement.

INITIALS: _____

7. COMPETITIONS, TRAVEL & THIRD-PARTY ACTIVITIES

This Agreement applies without limitation to **competitions, events, travel, lodging, venues, warm-ups, performances, awards ceremonies, and third-party facilities**, including risks encountered **before, during, or after** such Activities, including driving to or from events, parking areas, stairways, entrances, exits, spectator areas, and lodging.

INITIALS: _____

8. MEDICAL AUTHORIZATION

Participant authorizes Revival Athletics to obtain or authorize emergency medical treatment and transportation, including ambulance services, when a parent or guardian cannot be reached, and agrees to assume full financial responsibility for all such care.

INITIALS: _____

9. PUBLICITY & MEDIA RELEASE

Participant grants Revival Athletics the unrestricted, perpetual, royalty-free right to use Participant's name, image, likeness, voice, and appearance in any media now known or hereafter developed for any lawful purpose, including advertising and promotion, without compensation, and waives all related claims.

INITIALS: _____

10. COMMUNICABLE ILLNESS ACKNOWLEDGMENT

Participant acknowledges the risk of exposure to communicable diseases, including COVID-19, and voluntarily assumes all such risks, waiving any related claims against the Released Parties.

INITIALS: _____

11. ACKNOWLEDGMENT OF RIGHTS WAIVED; VOLUNTARY EXECUTION; CAPACITY

I understand and agree that I am **expressly waiving any and all rights under Florida law**, and the laws of any state or territory of the United States, that would prevent or attempt to limit the application or enforceability of this Waiver and General Release. I am fully aware of all rights and remedies being released and the potential claims and causes of action I am waiving.

I acknowledge that I have **read this Agreement in its entirety**, had the **opportunity to consult with an attorney**, and sign it **knowingly, voluntarily, and with full understanding of its legal effects**. I represent that I am of the age of majority and have the legal authority to execute this Agreement on behalf of the minor participant(s).

INITIALS: _____

12. GOVERNING LAW & JURY TRIAL WAIVER

This Agreement shall be governed by the laws of the **State of Florida**. Participant knowingly and voluntarily **waives the right to a trial by jury** in any action arising out of or related to this Agreement. If any provision is held unenforceable, it shall be modified to the minimum extent necessary, and the remainder shall remain in full force and effect.

ATHLETE INFORMATION

Athlete Name: _____ Date of Birth: _____
Athlete Name: _____ Date of Birth: _____
Athlete Name: _____ Date of Birth: _____

PARENT / LEGAL GUARDIAN SIGNATURE

I certify that I am the parent or legal guardian of the participant(s) listed above and agree to this Waiver on behalf of myself and the participant(s).

Printed Name: _____
Signature: _____
Date: _____
Phone: _____ Email: _____