

Old School Cheer Co., LLC

WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PUBLICITY RELEASE FORM

“Participant Agreement”

Participant's Name: _____ Team/Organization: _____

Birthdate (mm/dd/yyyy): _____ Age (as of Aug. 31): _____ Current Grade: _____ Gender: _____

This Participant Agreement has been approved by Old School Cheer Co., LLC, a Texas based company. You are releasing rights for yourself and/or for your child by initialing and/or executing this form. READ IT CAREFULLY.

In consideration for participation in one or more cheerleading and/or dance events held or sponsored by one or more of the Entities (hereafter defined), and the use of the property, facilities and services of one or more of the Entities and the facility at which the event is held (“Facility”), the above named participant or the person registering electronically as the participant, and if the participant is under the age of 18 or under a disability, the participant's parent or guardian (collectively the “Participant”), hereby covenants and agrees to the following:

A. [initial] _____ I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in cheerleading and dance activities held/sponsored by one or more of the Entities (hereafter defined), which include, but are not limited to include, cheerleading, dance, gymnastics, stunting, jumping, and tumbling components (collectively the “Activities”). I acknowledge that (my/my child's) participation in the Activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries to (myself/my child), (myself/my child's) death, damage to property, and injury to others including, without limitation, the risks of physical or emotional injury, sickness, death, property damage, falls, collisions with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. I understand that such risks are inherent in the Activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the Activities. I also understand and acknowledge that injuries (I/my child) receive(s) may be compounded or increased by negligent rescue operations. I understand that the Entity Representatives (hereafter defined) shall have no obligation to provide medical assistance in the event an injury occurs during the event. Understanding such dangers, I hereby knowingly and voluntarily enroll (myself/my child) in events held/sponsored by one or more of the Entities. I give my permission for my child to engage in the dangerous Activities described above, and I assume the risk of the Activities involving my child. I understand that (I do not/my child does not) have permission to participate in the Activities at an event held/sponsored by one or more of the Entities without agreeing to the terms and conditions of this Participant Agreement. I acknowledge that this Participant Agreement applies, without limitation, to any other risks encountered before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Participant Agreement, including, but not limited to, driving to or from the Activities, being present in any facility at which the Activities are held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.

B. [initial] _____ I represent that (I/my child) is in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in the Activities. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any event held/sponsored by any of the Entities. I hereby authorize any Entity holding/sponsoring an event, or representatives of any of said Entities, to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child's) coach medical attention is needed.

C. [initial] _____ Participant hereby knowingly and voluntarily releases and forever discharges the Entities and the owners, lessees, managers and licensees of the Facility, all of their respective employees, agents, coaches, instructors, assistants, officers, directors, owners, members, managers, shareholders, contractors and any other representative or affiliate, and their respective heirs, personal representatives, successors and assigns (collectively with the Entities, the “Entity Representatives”) from (1) any and all acts of active or passive negligence on the part of any one or all of the Entity Representatives, and (2) any and all liabilities, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (consequential, incidental or otherwise), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings whatsoever, in tort, contract or otherwise, known or unknown, accrued or unaccrued, arising out of or related to the Activities, the Facility, the Participant, the Participant's use of the Facility, the Participant's involvement in the Activities, whether caused by negligence or otherwise, and any other matter or thing whatsoever arising out of or relating to this Participant Agreement, including without limitation, those based on death, physical injury, emotional injury and/or property damage (collectively “Losses”).

D. [initial] _____ Participant hereby agrees and shall indemnify, defend (with counsel acceptable to the Entity or Entities subject to liability) and hold each and every one of the Entity Representatives, jointly and severally, harmless from and against any and all Losses, including, but not limited to, any challenge by the Participant to this Participant Agreement or any provision hereof.

E. [initial] _____ PUBLICITY RELEASE – PARTICIPANT HEREBY IRREVOCABLY GRANTS TO THE ENTITIES AND THOSE ACTING WITH THEIR AUTHORITY OR PERMISSION, THE UNRESTRICTED RIGHT TO COPYRIGHT AND USE, RE-USE, PUBLISH, REPUBLISH AND DISPLAY PHOTOGRAPHIC AND VIDEO IMAGES AND AUDIO OF THE PARTICIPANT OR IN WHICH THE PARTICIPANT MAY BE INCLUDED IN CONNECTION WITH ANY EVENT UNDERTAKEN BY ANY ENTITY, IN WHOLE OR IN PART, SEPARATELY OR IN CONJUNCTION WITH OTHER PHOTOGRAPHS OR VIDEO OR AUDIO, IN ANY MEDIUM NOW OR HEREAFTER KNOWN, AND FOR ANY PURPOSE WHATSOEVER, INCLUDING (BUT NOT BY WAY OF LIMITATION) ILLUSTRATION, ART, PROMOTION, ADVERTISING, TRADE AND/OR ANY OTHER PURPOSE WHATSOEVER, AND TO USE THE PARTICIPANT'S NAME IN CONNECTION THEREWITH. PARTICIPANT HEREBY FURTHER EXPRESSLY RELEASES AND WAIVES ANY DEMAND, ACTION, CLAIM, LICENSE, ROYALTY AND/OR ANY OTHER RIGHT TO ANY FORM OF PAYMENT THE PARTICIPANT MAY HAVE BASED ON CLAIMS AS TO THE RIGHTS OF PRIVACY, PUBLICITY, NOTORIETY AND/OR ANY OTHER RIGHTS ARISING OUT OF OR RELATING TO ANY USE BY ANY ENTITY OR THOSE ACTING WITH THEIR AUTHORITY OR PERMISSION OF THE UNDERSIGNED'S NAME, LIKENESS OR APPEARANCE.

F. [initial] _____ This Participant Agreement shall be enforced and interpreted under the laws of the State of Texas except for the conflicts of law provisions of Texas. The Participant hereby consents to the jurisdiction of the courts of the State of Texas and venue for any action arising out of or related to this Participant Agreement shall be in Harris County, Texas or in the United States District Court for the state of Texas if federal jurisdiction exists. Should any clause or any part of any clause be determined to be illegal or unenforceable such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Participant Agreement shall not be affected. The introductory statements are incorporated into this Participant Agreement. The Participant hereby seals this Participant Agreement as a specialty, that is, subject to a twelve (12) year statute of limitations.

G. [initial] _____ PARTICIPANT EXPRESSLY AGREES THAT THE ASSUMPTION OF RISK, RELEASES, WAIVERS AND INDEMNIFICATION OBLIGATIONS CONTAINED HEREIN ARE INTENDED TO BE COMPLETE, UNCONDITIONAL AND AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF MARYLAND AND ANY OTHER JURISDICTION WHOSE LAWS APPLY TO THIS PARTICIPANT AGREEMENT. THIS PARTICIPANT AGREEMENT CANNOT BE AMENDED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND IS BINDING ON THE PARTICIPANT AND THE PARTICIPANT'S HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. A FAXED, SCANNED OR ELECTRONIC SIGNATURE SHALL BE BINDING IN LIEU OF THE ORIGINAL. THIS PARTICIPANT AGREEMENT SHALL BE EFFECTIVE FOR A TWELVE (12) MONTH PERIOD FROM THE DATE OF SIGNATURE. PARTICIPANT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS PARTICIPANT AGREEMENT.

Participant has Insurance Carrier Policy # NO
INSURANCE (____)

Number to be called in Case of Emergency Name of Emergency Contact Relationship to Participant

Address of Participant/Parent/Guardian Parent/Guardian Email Address

Signature of Participant (if over 18) or Parent/Guardian (if Participant is under 18) Date

The term "Entity" or "Entities" as used in this Participant Agreement means in each case, individually and collectively, applies to Old School Cheer Co. LLC, aka OSC, and The Finale'.