

**Stingray Cheer Company, Inc.**  
**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Stingray Cheer Company, Inc., its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SCC"), I hereby agree to release, discharge, and hold harmless SCC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of SCC pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. The following describes some, but not all, of those risks:

Cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. Traveling to and from shows, meets and exhibitions raises the possibilities of any manner of transportation accidents. In any event, if you or your child is injured, medical assistance may be required which you must pay for yourself.

2. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with SCC-related activities, including but not limited to performance of stunts and use of trampolines. My participation and that of my child is purely voluntary. No one has forced or coerced me or my child to participate. I elect for myself and my children to participate in such activities in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify SCC from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in SCC-related activities.

4. Should SCC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

5. I certify that my child has health, accident and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition.

6. In the event that I file lawsuit against SCC, I agree to do so solely in the State of Georgia and I further agree that the substantive and procedural laws in that state shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.

7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against SCC on the basis of any claim from which I have released SCC by signing this Agreement.

Appearance Agreement: I understand that Stingray Cheer Company from time to time produces promotional material relating to its programs. I understand that as a participant/or a spectator of the event that Minor may be included in videotapes or photographs taken during the event. Therefore, without reservation or limitation, I, on behalf of the Minor, hereby assign, transfer and grant Stingray Cheer Company, its successors, assignees, licensees, sponsors, any television network, and all other commercial exhibitors the exclusive right to photograph or videotape of Minor in advertising and promoting the event or in advertising and promoting similar future events. I further understand that Stingray Cheer Company nor any other third party is obligated to exercise any of the foregoing rights, licenses or privileges.

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by SCC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold SCC from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.

**I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.**

Signature of Participant or parent: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_