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*SPIRIT. EMPOWERMENT. ACTION.*

## ASSUMPTION OF RISK AND RELEASE

IMPORTANT! READ CAREFULLY. This document affects your legal rights. You, the participant, must sign it whether you are an adult or minor, if you voluntarily participate in any activity with CHEER Seattle. Your parent or guardian must sign it also if you are a minor participant (under 18 years of age). The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor participant. References in this agreement to "I" or "we" include all who sign below unless otherwise clearly indicated.

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1. **General.** It is hereby agreed that I, \_\_\_\_\_, represent that I have voluntarily decided to be a participant of CHEER Seattle. As such voluntary participant, I understand that I will participate in the activities of CHEER Seattle, which include, but are not limited to: workshops, tryouts, practices, performances and fundraising events. I am aware that such participation in the above-mentioned activities could entail strenuous physical activities such as, but not limited to: lifting, tossing, catching, jumping and other activities related to cheerleading, dancing, and stunting. Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. I understand that participation in the activities of CHEER Seattle entails risk of illness, personal injury, danger or damage to property or loss of life.
2. **Other Facilities.** I likewise acknowledge that some, if not all, of the activities of CHEER Seattle will involve the use of a gym, court, or any other facility not owned or operated by CHEER Seattle. I understand CHEER Seattle is not liable for any injury or damage resulting from use of such facilities. I hereby release and hold CHEER Seattle harmless for any injury or damage arising from use of such facilities.
3. **Suitability as Participant.** CHEER Seattle has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of any participant for the activities. I, as participant or the parent or guardian of a minor participant accept full responsibility for determining participant's medical, physical or other qualifications or suitability for participating in the activities. I have been advised to consult my physician prior to my participation to ensure that I am physically able to engage in strenuous physical activities. I understand that if I decide to participate in CHEER Seattle activities after having ceased participation due to a medical (or other) reason, CHEER Seattle will require me to submit a medical release from a licensed physician or other approved and properly licensed health care professional as proof that I am again fit and able to participate. I declare that I have no physical or mental condition that would endanger others or myself if I become a participant of CHEER Seattle and participate in all its activities. Moreover, I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself.

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CHEER SEATTLE

P O Box 24042 • Seattle WA 98124 • Email: [info@cheerseattle.org](mailto:info@cheerseattle.org) • Website: [www.cheerseattle.org](http://www.cheerseattle.org)

4. **Acknowledgement and Assumption of Risk.** I, the participant and the parent or guardian of a minor participant, understand the nature of the activities of CHEER Seattle, and other activities that may occur, and their risks. I do fully comprehend and assume all risks involved in the activities of CHEER Seattle, whether or not described above, known or unknown, and inherent or otherwise.
5. **Release of Liability.** Being fully cognizant, and assuming all risks involved in the participation in the program/activities conducted by CHEER Seattle, I take full responsibility for any damage, injury, including loss of life, which I, or a minor child for whom I sign, may suffer arising in whole or part out of such participation. I do hereby agree to indemnify, defend, release, and hold harmless CHEER Seattle from all claims or damages of whatever nature arising from or related to my participation in the activities described herein. I hereby agree that neither I, nor any of my heirs, successors, assigns, personal or legal representatives, guardians, or family participants will bring suit or make a claim for illness, injury, loss or damage to property, or loss of life resulting from the negligence (but not willful or fraudulent conduct) of CHEER Seattle as a result of my participation with CHEER Seattle.
6. **Fully Binding.** This Assumption of Risk and Release is intended to be enforceable to the fullest extent allowed by law, and to be binding on me as participant and on me as parent or guardian of a minor participant, individually and on behalf of the minor for whom I sign.
7. **Medical Care.** I authorize CHEER Seattle or any of its employees, volunteers, contractors, or agents to make decisions regarding medical care in case of emergency by providing medical information in the attached Emergency Contact Information sheet, referred to here as Attachment "A" and by this reference incorporated herein. I agree to pay all costs associated with such care and related transportation.
8. **Careful Review.** I have carefully read the Assumption of Risk and Release before signing it. No representations, statements, or inducements, oral or written, apart from this written agreement have been made to me. The laws of the State of Washington shall govern this Assumption of Risk and Release, and King County, Washington shall be the sole and exclusive forum for any trials or lawsuits filed under or incident to this Assumption of Risk and Release.
9. **Freely Signed.** I am aware that this is a release of liability and a contract between myself - the participant - and CHEER Seattle. I fully understand the consequences of signing this release, and sign this release knowingly, freely and willingly. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children and other family participants. If any Court or other appropriate authority finds any part of this agreement to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.
10. **Headings.** The heading of each clause is merely for convenience; it does not have any effect on the construction of the contents of each clause.

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Witness \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

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