

Release of Liability and Terms for North County Elite Events, Camps, Competitions, and Team Practices

The risk of injury from the activities involved in cheerleading are significant and have the potential for minor to serious harm and/or death. The sport of cheerleading involves such physical activities such as jumps, mounts, stunts, and tumbling. I knowingly and freely assume all such risks, both known and unknown. I understand the risks and willingly give permission for myself and or my child to participate in any cheerleading event, camp, competition, and/or Practices. I understand that participation of this activity requires that my child have health insurance that will be valid through all event or activity dates. I am certifying that I and/or my son or daughter is in good physical and mental health to perform rigorous activity and have never been told by a physician, that myself/my child is not in good physical or mental health to perform rigorous activity.

I the undersigned (if applicant/participant is 18 years of age or older) or parent/guardian of the below listed minor applicant/participant acknowledge and fully understand that each applicant/participant will be engaging in activities that involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but action, inaction or negligence of others, or the condition of the premises or of any equipment used and further, that there may be other unknown risks not reasonably foreseeable at this time, assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death, hereby release, discharge, covenants to indemnify, defend and not to sue north county elite or REK investments llc, its affiliated organizations and sponsors, their coaches, and associated personnel, officers, directors, board members, fellow team members, participants, volunteers, parents, instructors, demonstrators, including the owners and lessors of premises used to conduct the event and any assignees all of which are hereinafter referred to as 'releasee', from any and all liability to each of the undersigned, his/her heirs or next of kin for any and all against any claim by or on behalf of the applicant as a result of the applicant's participation in the event and/or being transported to or from the same, which participation, after careful consideration I hereby authorize, and which transportation I hereby authorize. The applicant/participant has been found physically capable of participating in the sport of cheerleading. I hereby give my consent to have an athletic trainer, coach and/or doctor of medicine or dentistry or associated personnel to provide the applicant/participant with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I, also agree to save and hold harmless and indemnify each and all parties herein referred to above as releasee from all liability, loss, cost, claim or damage whatsoever, including death or damage to property, which may be imposed upon said releasee because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the releasee, this includes payment of attorneys fees and legal costs actually incurred whether or not litigation is commenced. I have read the above waiver/release and understand that (I) we have given up substantial rights by signing this release and sign below voluntarily.

I/we, the undersigned parent hereby agree not to hold releasee liable for any injury, loss, damage, or accident that might be encountered while traveling to any destinations or while, training, or participating in any activities sponsored by North County Elite. I/we unconditionally agree to hold releasee blameless for any liability concerning my son/daughter's personal health and well-being, or any liability for my son/daughter's personal property that might be lost, damaged, or stolen while at any events. I/we have carefully read the foregoing and I/we understand that my/our signature herein holds releasee harmless for any liability for injury, damage, loss, accident, delay, or irregularity in schedule

Talent Release: I/we hereby assign and grant releasee the right and permission to use and publish the photographs/film/video tapes/electronic representations and/or sound recordings made of our son/daughter by North County Elite, and I/we hereby release releasee from any and all liability from such use and publication. I/we hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of releasee and I/we specifically waive any right to any compensation I/we may have for any of the foregoing.

I/We do hereby for ourselves, our heirs, executors and administrators waive, release, and forever discharge any and all rights and claims for damages which I/we may have or which may hereafter accrue to our child or myself against releasee for any and all damages which may be sustained and suffered by our child in connection with his/her participation with north county elite events, competitions, practices, and/or camps. By signing our signatures below, we are fully aware that we are responsible for all injuries that may occur to our child. This contract will abide under the laws of California and if any part of this contract is deemed void or unlawful I/we agree that the rest of this contract will remain to its full effect. This release will be valid INDEFINITELY WITH NO EXPIRATION

ARBITRATION. Except for matters within the purview of the California small claims court act, any controversy or claim arising out of, or relating to, this agreement, or the making, performance, or interpretation of it, shall be settled by Arbitration in San Diego county pursuant to the California arbitration act, ccp § 1280, et seq., and judgment on the Arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

For any athlete who is not yet 18 years old: As legal parent or guardian of this athlete, I hereby verify by my signature below, that I fully understand and accept each of the above conditions for permitting my child to participate in classes, events, competitions, camps, and activities conducted by releasee

I have read and agree with all terms that consist of being part of any North County Elite Events, Camps, Competitions

Printed Name of Participant: _____ **DOB** _____ **HM Ph #** _____

Address: _____ **City/State/Zip** _____

Allergies, Diseases, Disabilities, Chronic Illness, or Medications: _____

Emergency Contact Name: _____ **Emergency Contact Phone #** _____

Signature of Self/Guardian: X _____ **Guardian Name:** _____

Health Insurance Company: _____ **Date:** _____ / _____ / _____

E-Mail address _____ **How did you hear about us:** _____