

**2024 Varsity Spirit
Pearl Harbor Memorial Parade
December 3-9, 2024
Release / Waiver Form**

Organization / Team Name _____

Name _____

(Please Print)

Address _____ City _____ St _____ Zip _____

Phone _____ Email _____

Liability Release: I, on my own behalf and/or on behalf of _____, a minor (hereinafter “Minor”), hereby acknowledge and agree to the following: (1) I and/or Minor voluntarily seek to participate in the above camp/event (“Event”). If I or Minor determine to transfer my and/or Minor’s registration to an alternate event, in place of the above-referenced Event Name, “Event” will refer to and include such alternate event. (2) I and/or Minor understand Varsity Spirit LLC (“Varsity Spirit”) together with its agents, employees, and contractors are detrimentally relying upon me and/or Minor to agree to these terms as a condition of participation, and therefore, my agreeing to this Participant Liability Release and Waiver Form is part of the valuable consideration I and/or Minor am providing to participate in the Event; (3) I and/or Minor understand and agree that the Event concerns an intense, physically demanding, and dangerous sport whereby Injuries (defined below) are a natural consequence of my voluntary participation; (4) I and/or Minor understand that Injuries can occur as a result of the athletic stunts and/or feats I and/or Minor attempt; (5) I and/or Minor understand that many aspects of the Event involve working together and around other athletes/participants/coaches and that human error, negligence, gross negligence, or omission of others with whom I and/or Minor am participating may cause me and/or Minor Injury which I understand to be part of the risks involved in participating in the Event; and (6) I and /or Minor understand and agree that an Event environment carries with it many risks both during structured events, during down-time, and during meals, etc., and I and/or Minor understand and acknowledge that I and/or Minor may cause Injury to myself and/or Minor in such environment or other participants, counselors, coaches, or employees may cause me and/or Minor Injury through negligence, gross negligence, willful or even intentional acts for which Varsity Spirit and the other Releasees (defined below) cannot predict, control or prevent. In consideration for being able to participate in the Event, on my own behalf and/or on behalf of Minor, signees below, acknowledge and agree that participation in the Event subjects me and/or Minor to the possibility of Injury (defined as physical and/or mental illness or injury including minor, minimal, serious, catastrophic and/ or death caused by sickness, disease, illness, accident, or injury) and that I, on my own behalf and/or on behalf of Minor, acknowledge that I and/or Minor are assuming the risk of such Injury by participating in the Event and assume sole and full responsibility for my/Minor’s participation, and agree not to hold or claim Releasees accountable or liable for any Injuries sustained. I, on my own behalf and/or on behalf of Minor, further agree to hold harmless and covenant not to sue Varsity Spirit and its parent(s), subsidiaries, and corporate sponsors (“Sponsors), the hosting site (university, hotel, convention center, high school, other site) on whose premises the Event will occur and/or the online platform through which the Event is being conducted if all or any part of the Event is conducted virtually, the affiliates and brands of Varsity Spirit, the National High School Cheerleading Championships, Inc., a not for profit corporation (“NHSCC”), U.S. All Star Federation, Inc., a not for profit corporation (“USASF”), USA Federation for Sport Cheering, a not for profit corporation (“USA Cheer”) and the respective directors, officers, representatives, members, agents and employees of the preceding parties (hereinafter collectively “Releasees”) from and against any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expense (including, without limitations, attorney’s fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any Injury that I and/or Minor may incur or sustain during the Event, related to all activities associated with the Event, and/or incurred while traveling

to and from the site for the Event or any other location from which I and/or Minor is participating in the Event, whether or not the Event actually occurs. I and/or Minor further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by me and/or Minor or by any other persons on account of damages of any character resulting to me and/or Minor in any way from the foregoing activities, or in connection with my/Minor's participation in the Event. I and/or Minor further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

Supervision: An adult (age 21 and over) is required to attend the Event with participants. This adult will be responsible for the participants at all times. The Releasees are not responsible for participants' supervision.

Appearance Agreement: I understand that as a participant and/ or spectator at the Event that I and/or Minor may be included in recordings, streaming, videotapes, photographs, DVDs, podcasts and videocasts taken during the Event. Therefore, without reservation or limitations, I, on my own behalf and/or on behalf of Minor, hereby irrevocably assign, transfer and grant to Releasees and their successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape me and/or Minor and to utilize such videotapes and photographs and my and/or Minor's name, image, face, likeness, voice and appearance as a part of the Event, in advertising and promoting the Event, in advertising and promoting similar future events, or in advertising and promotions relating to Releasees, in any media now in existence or hereafter developed, without further compensation and without reservations or limitations. I further understand that neither Varsity Spirit nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve any materials related thereto.

Event Rules: I further acknowledge and understand that Varsity Spirit has established rules and regulations pertaining to conduct, behavior and activities of all Event participants. I, on my own behalf and/or on behalf of Minor, acknowledge that I have received, read and understand the Event rules by which I and/or Minor agree to abide during the Event, and that I and/or Minor will be responsible for my/his/her failure to abide by those rules and regulations, including the payment of any damages caused by my failure to abide by the same. I and/or Minor agree to indemnify and defend Varsity Spirit from any and all claims related to or resulting from my failure to abide by Varsity Spirit instructions or rules. I, on my own behalf and/or on behalf of Minor, understand that violation of the rules can result in dismissal from the Event with no refund. I, on my own behalf and/or on behalf of Minor, also understand that Varsity Spirit, its parent, subsidiaries, and/or affiliates may report any potential or suspected violations of such rules and regulations to third parties as appropriate, including law enforcement, child protection authorities, USA Cheer and/or USASF. I, on my own behalf and/or on behalf of Minor, also understand that Varsity Spirit, its parent, subsidiaries, and/or affiliates may provide personal or other information about me and/or Minor to each other and to third parties in connection with any such reports and/or to assist in any investigation or review of potential or suspected violations of any rules or regulations pertaining to conduct, behavior and activities of Event Participants.

Transportation Release: On behalf of myself and/or Minor, I acknowledge that Varsity Spirit may arrange, facilitate, or provide transportation, including through private vehicles as appropriate, for Event Participants and agree that I and/or Minor may participate in such transportation and consent to any means of such transportation – including but not limited to giving permission for myself and/or Minor to ride in private cars. On behalf of myself and/or Minor, I further agree to release and discharge any Releasees and Releasees' heirs, successors, assigns, executors and administrators for all personal injuries, known and unknown, and from all known or unknown injuries to property, real or personal, caused by or arising out of the above-described transportation.

Medical Release: I, on my own behalf and/or on behalf of Minor, acknowledge and agree that participation in the Event subjects me and/or Minor to possibility of Injury, and that I, on my own behalf and/or on behalf of Minor, acknowledge that I and/or Minor is assuming the risk of such Injury by participating in the Event. In the event of Injury, I authorize Varsity Spirit to obtain necessary medical treatment for me and/or Minor and hereby I, on my own behalf and/or on behalf of Minor, release and hold harmless Releasees in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of me and/or Minor for any Injury that I and/or Minor may sustain during the Event and while traveling to and from the site for the Event or the location from which I and/or Minor is participating in the Event, whether or not the Event actually occurs.

COVID-19 Assumption of Risk and Release: On behalf of myself and/or Minor, I acknowledge that I am aware that participants are not required to prove immunization against COVID-19 or to wear masks, unless required to do so by state or local guidelines, in order to participate or attend the Event, and that certain risks associated with exposure to COVID-19 or other communicable or non-communicable diseases may exist at the Event. On behalf of myself and/or Minor, by participating and/or allowing Minor to participate, and by signing this Participant Release and Waiver Form, I, on my own behalf and/or on behalf of Minor, am assuming all risks, responsibility and liability concerning my and/or Minor's health and safety and possible exposure to COVID-19, or other communicable or non-communicable diseases, in connection with the Event. I, on my own behalf and/or on behalf of Minor, agree to release and to hold harmless Releasees from any and all liability, whether caused by negligence of the Releasees or otherwise, for any claim, judgment, loss, liability, cost and expenses (including, without limitation, attorney's fees and costs) arising out of or associated with my and/or Minor's participation at the Event and my and/or Minor's possible exposure to COVID-19 or any other communicable or non-communicable disease. Varsity Spirit is located in the United States. The information you provide in connection with this waiver will be stored and processed in the United States by Varsity Spirit and our vendors.

RESPONSIBILITY DISCLOSURE NOTICE: Varsity acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity. Varsity shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Varsity. Varsity shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR, HEREBY WARRANT THAT I HAVE READ THIS PARTICIPANT RELEASE AND WAIVER FORM IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR AM AWARE THAT THIS PARTICIPANT RELEASE AND WAIVER FORM RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS. I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR, FURTHER ACKNOWLEDGE THAT NOTHING IN THIS PARTICIPANT RELEASE AND WAIVER FORM ONSTITUTES A GUARANTEE THAT THE EVENT WILL OCCUR. I, ON MY OWN BEHALF AND/OR ON BEHALF OF MINOR, HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

X _____
Signature of Self (if 18 or over) or Parent or Legal Guardian of Minor Date

X _____
Signature of Witness Date

EMERGENCY INFORMATION: (Not traveling with the minor)

Name: _____ Address: _____

Mobile Phone: (_____) _____ Work Phone (_____) _____