

Minor Waiver/Release
WAIVER AND RELEASE OF LIABILITY AGREEMENT
FOR MINOR PARTICIPANTS

READ BEFORE SIGNING

I, _____ as PARENT/GUARDIAN with legal responsibility for this participant, and IN
Name of Parent/Guardian
CONSIDERATION OF _____, my child/ward, being allowed to voluntarily
Name of Minor Child/Ward
participate in any way in Cote & Martin, LLC d/b/a Empire All Star Cheerleading & Gymnastics related events and activities, acknowledge, appreciate, and agree that:

1. The program, even under the best circumstances and conditions, and due to no fault of Cote & Martin, LLC d/b/a Empire All Star Cheerleading & Gymnastics, its members, directors, officers, officials, agents and/or employees (“RELEASEES”), requires participation in cheerleading/gymnastics movements and activities which involve inherent risk on the part of the participant;
2. It is my responsibility to consult with a physician prior to and regarding my child/ward’s participation in the program. I represent and warrant that my child/ward has no medical condition that would prevent his/her participation;
3. The risk of injury to my child/ward, whether known or unknown, from the movement and activities involved in these programs is significant and includes, but is not limited to, the potential for death, permanent disability, muscle pulls, muscle strains, muscle tears, bruising, broken bones, shin splints, heat prostration and/or exhaustion, illness, soreness and injuries to back, ankles, knees, hips, hands, wrists, elbows and other joints or extremities and sequelae therefrom. I further understand that while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and is significant and inherent to such program activities;
4. I FOR MYSELF, SPOUSE, AND CHILD/WARD, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, whether inherent or EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child/ward’s participation;
5. I willingly agree to comply with the program’s stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child/ward’s readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately;
6. I for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE Cote & Martin, LLC d/b/a Empire All Star Cheerleading & Gymnastics, its members, directors, officers, officials, agents and/or employees, WITH RESPECT TO ANY AND ALL CLAIMS FOR INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward’s involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and

7. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS all the above RELEASEES from any and all liabilities, judgments, claims, actions and costs incident to my child's/ward involvement or participation in these programs, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS OF MINE AND MY CHILD/WARD BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(PARENT/GUARDIAN SIGNATURE)

(PRINT NAME)

Date Signed: _____

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

(PARTICIPANT SIGNATURE)

(PRINT NAME)

Date Signed: _____

ADULT Waiver/Release
WAIVER AND RELEASE OF LIABILITY AGREEMENT
READ BEFORE SIGNING

IN CONSIDERATION OF being allowed to voluntarily participate in any way in Cote & Martin, LLC d/b/a Empire All Star Cheerleading & Gymnastics athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The program, even under the best circumstances and conditions, and due to no fault of Cote & Martin, LLC d/b/a Empire All Star Cheerleading & Gymnastics, its members, directors, officers, officials, agents, volunteers and/or employees (the "RELEASEES"), requires participation in cheerleading/gymnastics movements and activities which involve inherent risk on the part of the participant;
- 2) It is my responsibility to consult with a physician prior to and regarding my participation in the program. I represent and warrant that I have no medical condition that would prevent my participation;
- 3) The risk of injury, whether known or unknown, from the movement and activities involved in this program is significant and includes, but is not limited to, the potential for death, permanent disability, muscle pulls, muscle strains, muscle tears, bruising, broken bones, shin splints, heat prostration and/or exhaustion, illness, soreness and injuries to back, ankles, knees, hips, hands, wrists, elbows and other joints or extremities and sequelae therefrom. I further acknowledge that while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and is significant and inherent to such program activities;
- 4) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, whether inherent or EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation;
- 5) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately;
- 6) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE Cote & Martin, LLC d/b/a Empire All Star Cheerleading & Gymnastics, its members, directors, officers, officials, agents, volunteers and/or employees ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS FOR INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and
- 7) I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS all the above RELEASEES from any and all liabilities, judgments, claims, actions and costs incident to my involvement or participation in these programs, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant's Signature)

(Print Name)

DATE SIGNED: _____