

Liability Release Agreement



Participants' name : _____ (“Student”)

This release Agreement (“Agreement”) is made effective as of ____/____/____ (Date) by and between
Cheergyms.com, Inc., its affiliates and _____ (“Customer(s)”) (Parent or Legal Guardian)

RECITALS (Classes, competitions, performances, practices, private instruction, trip or event)

- A. Cheergyms.com, Inc. provides instruction and services relating to cheerleading.
- B. Customer(s) wish for _____ (Student) to receive such instructions and services and has agreed to release Cheergyms.com, Inc. as set forth below as part of the consideration for such instruction and services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Risk.** Customer understands that cheerleading activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. Customer expressly and voluntarily assumes all risk that, subsequent to executing this Agreement, student will incur or suffer personal or bodily discomfort, loss, personal injury, disability, death, damage, or property damage, or any of these, which are in some way caused by or related to the instruction, activities, or services provided by Cheergyms.com, Inc.. Further, there is a risk that such bodily injury, discomfort, loss, bodily damage or disability, or any of these, may be more serious than the undersigned knows, expects, or anticipates.
2. **Release.** In consideration of the covenants and provisions of this Agreement, Customer forever releases and discharges and holds Cheergyms.com, Inc. and its affiliates, representatives, employees, attorneys, and agents of and from any and all claims, debts, liabilities, demands, obligations, promises, acts, costs and expenses (including without limitation attorney’s fees and costs), injuries, damages, actions, and causes of action of whatever kind or nature including, but not limited to, the releasees’ negligence or non-willful acts or omissions, whether known or unknown, suspected or unsuspected, in connection with or relating to the instruction, activities, or services provided to the student by the releasees’ including travel, lodging, or other activities undertaken off-site which are sponsored by the releasees. Customer agrees and acknowledges that this release applies to both known and unknown claims and, upon advice of Customer’s independent legal counsel, agrees to waive the benefits of California Civil Code section 1542, and any similar federal statutes, which states as follows:
3. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
4. **Indemnity.** Customer(s) hereby agree, jointly and severally, to indemnify, defend and hold Cheergyms.com, Inc. harmless from and against any claim, cause of action, action, damage, death, liability, obligation, expense, lien, demand, account, and/or costs (including payment of attorneys’ fees and legal costs actually incurred whether or not litigation is commenced) based on, in connection with, or arising out of any bodily discomfort, loss, bodily injury, disability, death, or any damage of any nature whatsoever.
5. **Emergency Medical Information.** Customer(s) have provided on Exhibit A attached hereto all emergency medical information relevant to the Student.
6. **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 Contra Costa 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.
7. **Integration.** This Agreement constitutes a single integrated written contract expressing the entire agreement between the parties hereto relative to the subject matter hereof. This agreement supersedes all prior or contemporaneous agreements.
8. **Law.** This Agreement shall be governed by and shall be interpreted in accordance with California law.
9. **Rules & Policies.** Customer(s) agree to adhere by all the rules and policies posted in the Cheergyms.com, Inc facility and listed on the “Rules & Policies” hand-out that is located on the back of the monthly schedule, written in the “All-Star Handbook”, located online at www.cheergyms.com or given to the customer(s).
10. **Usage of Likeness Release**

I understand and agree that videos and photographs will be taken throughout all events of all cheerleading activities. These videos and photographs and the likeness of the undersigned Student are for official use by Cheergyms.com, Inc.; on its website, brochures, flyers and other advertising materials. We understand that the undersigned Student might be in these videos and photographs and agree to let Cheergyms.com, Inc. use his/her likeness. Cheergyms.com, inc. will not release or sell these photos or videos to any other company for profit. Videos and photos are use for Cheergyms.com, Inc. and its affiliates exclusively. _____ Customer(s) Initials.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHEERGYMS.COM, INC. (2060 Commerce Ave., Concord, CA 94520 Tell: 866-685-7615 Fax: 925-685-8899 www.cheergyms.com)
A California corporation

Parent/Guardian Signature: _____ (Customer(s)) Date: _____

Participants' Signature: _____ (Student) Date: _____

Cheergyms.com, Inc. Signature: _____ (Witness) Date: _____

Office Use Only:

____ Pyramids Cheer Gym: ____ Motions Cheer Gym: ____ Spirit Spectacular: ____ Other: _____

Make sure you have the Cheergyms.com Medical Information Form that MUST accompany this form!