



American Cheer X-treme Medical Release



Student Name: _____

- I give my approval for the above named student's participation in any and all activities of the program.
- I hereby forever waive, and forever release and discharge, American Cheer X-treme, Inc. (hereafter referred to as "ACX"), their officers, directors, employees, and agents from all liability for any and all damages and injuries suffered by the participant in connection with said use of the aforementioned equipment, instructors, and facilities.
- As a student, or parent or guardian of a student, that is my option to consult a physician for assurance of proper health and have been encouraged to do so by ACX.
- I authorize the representatives of ACX to provide any emergency medical services that may be required due to an injury during any gymnastics activity at or for ACX.
- I understand and acknowledge that the activity my child is about to engage in poses known risks and unanticipated risks which could result in injury, paralysis death, emotional distress, or damage to my child, to property, or to third parties. The following describes some, but not all, of those risks: Gymnastics and cheerleading entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, gymnastics and cheerleading students would not improve their skills, and the enjoyment of the sport would be diminished. Gymnastics and cheerleading exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Traveling to and from shows, competitions, and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you child is injured, your child may require medical assistance, at your own expense.
- I certify that my child has health, accident, and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume the risk of any medical or physical condition that my child may have or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- ACX is not responsible, whatsoever, for anything that happens before or after the student's designated class, camp, clinic, birthday party, open gym, or sleep-over time.
- Should ACX, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
- In the event that I file a lawsuit against ACX, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ACX on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Parent/Participant Signature: _____ **Date:** _____

Print Name: _____ **Insurance Company:** _____

Group Number: _____ **Policy Number / Insured:** _____

Appearance Clause

I understand that American Cheer X-treme produces promotional material about their programs. I understand that my son/daughter may be included in video tape or photography taken during classes and/or events, and I hereby grant ACX, its successors, assignees, licenses, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or video tape my son/daughter and further to utilize my son/daughter's name, face, likeness, voice, and appearance as part of the event/class/etc., and in advertising and promotion of the event/class/etc. without reservation or limitation. In granting this license, I understand that American Cheer X-treme is under no obligation to exercise any of its rights, licenses, and/or privileges herein granted.

I have read and agree to the above Appearance Clause.

Parent/Guardian Signature (if participant is under 18): _____

Participant's Signature: _____ **Date:** _____

Parent's or Guardian's Additional Indemnification

(Must be completed for participants under age 18)

In consideration of (print minor's name) _____ ("Minor") being permitted by American Cheer X-treme, Inc. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ACX, Inc. from any and all Claims which are brought by, or on behalf of, Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____ **Date:** _____