

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

DISCLAIMER: Madison County Youth Association Competitive Cheerleading (“MCYA Cheer”) is not responsible for any injury or loss of property to any person who is practicing; training; taking classes; competing; participating in open gyms, special events, demonstrations, or shows; or in any other way involved in tumbling, stunting, jumping, cheerleading, and/or participating individually or as a member of any of the MCYA Cheer teams (the “Activity”).

CONSENT: In consideration of my Minor Child(ren)’s participation in any Activity at MCYA Cheer, I, on behalf of myself and/or my Minor Child(ren), represent that I understand the nature of this Activity, as well as my Minor Child(ren)’s experience and capabilities, and believe that I/my Minor Child(ren) am/is/are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that, if I believe event conditions are unsafe, I will immediately discuss those concerns completely with MCYA Cheer staff/coaches/leadership before I sign this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”), before my Minor Child(ren)’s participation in the Activity begins, or if participation has already begun, I will discontinue my Minor Child(ren)’s participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and/or death, which may be caused by my Minor Child(ren)’s own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, and/or the negligence of Madison County Youth Association Competitive Cheerleading, its leadership, directors, agents, officers, operators, coaches, employees, and/or volunteers (herein collectively the “Releasees”); and additionally that there may be other risks either not known to me/my Minor Child(ren) or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and/or damages I/my Minor Child(ren) may incur as a result of participation in the Activity.

WAIVER: **I acknowledge that I/my Child(ren) am/are voluntarily participating in the Activity with knowledge of the danger involved, and I/we hereby agree to accept and assume any and all risks of injury, illness, disease, death, or property damage, whether caused by the negligence of Releasees or otherwise.** In consideration for my Minor Child(ren)’s participation in the Activity at or on behalf of MCYA Cheer, I hereby release, discharge, and covenant not to sue any and/or all of the aforementioned Releasees from any and all liability, claims, demands, losses, and/or damages on my Minor Child(ren)’s account, caused or alleged to be caused, in whole or in part, by the negligence of any and/or all of said Releasees. I further agree that if, despite this Agreement, me/my Minor Child(ren) or anyone on my/their behalf, makes a claim against any or all of the said Releasees, I will indemnify, save, and hold harmless each and all of the said Releasees from any and all losses, liability, damages, or costs which any or all of the said Releasees may incur as a result of any such claim. I understand that this Waiver is intended to be as broad and inclusive as premised by the laws of the State of

Georgia, and I agree that, if any portion of this Agreement is held as invalid, the remainder of the Agreement will continue in full legal force and effect. I further agree that the venue for any legal proceedings regarding this Agreement shall be in Madison County, Georgia.

I have read this Agreement, and I fully understand that, by submitting this Agreement, I am giving up substantial rights on behalf of me/my Minor Child(ren). I confirm that I am of legal age, and I have signed this Agreement freely and without any inducement or assurance of any kind.