



WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY

In consideration of the services provided by Atlanta Elite Allstars, its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf collectively referred to herein as "Atlanta Elite," and in consideration of me or my minor child or children being allowed to participate in related facilities, events, activities, and/or use equipment, I hereby agree as follows:

1. I acknowledge and agree cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks which cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading and gymnastics expose participants to the usual risk of cuts and bruises, as well as other more serious risks. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. Additionally, traveling to and from competitions, shows, meets and exhibitions raises the possibilities of any manner of transportation accidents. I acknowledge and agree the activities in which I or my child or children engages in while on the premises or under the auspices of Atlanta Elite pose known and unknown risks which could result in severe bodily injury including without limitation, paralysis, death, emotional distress and/or other damage to me, my child or children and/or property and/or third parties.
2. I represent and warrant that I and my child or children are physically capable and fit to participate in Atlanta Elite activities and none of us have any medical condition or need which is not listed below or been previously disclosed to Atlanta Elite. I represent and warrant that neither I nor my child or children is under the influence of alcohol or mind altering drugs and will not carry, use or consume alcohol or drugs before or during Atlanta Elite activities or on the premises of Atlanta Elite.
3. By signing this Waiver, I hereby grant Atlanta Elite permission to address and treat any medical conditions and emergencies for me and my child or children as Atlanta Elite deems appropriate, and I agree to pay any charges for such medical treatment, including related transportation. I represent and warrant to reimburse and indemnify Atlanta Elite for any charges or payments made by Atlanta Elite to provide medical treatment to me, my child or children.
4. I for myself and for my minor child and/or children and on behalf of my heirs, assigns and/or personal representatives referred to herein as "Releasors," knowingly and freely accept and assume all the risks, both known and unknown, connected with Atlanta Elite activities. I acknowledge and agree to assume all risks to the fullest extent of the law, even for injuries arising out of the negligence of Atlanta Elite or other Atlanta Elite participants. My participation and the participation of my child or children in Atlanta Elite activities is purely voluntary. No one has forced or coerced me or my child to participate. I choose for myself and my child or children to participate in Atlanta Elite activities despite the known and unknown physical, mental, emotional and/or other risks.
5. The Releasors hereby: A. Release Atlanta Elite with respect to any and all liability, claim, allegation, and/or lawsuit, including without limitation any liability, claim or allegation for injury, paralysis, disability or death and/or loss or damage to personal property arising out of or related to my, my child or children's participation in or at Atlanta Elite related activities regardless of whether the injury occurs as a result of the negligence of Atlanta Elite or otherwise to the fullest extent permitted by law; B. Covenant not to sue Atlanta Elite for any claim released herein.

6. I for myself, and for my minor child or children, represent and warrant that I will follow the terms, rules, and conditions for participation in Atlanta Elite activities and will follow the instructions of Atlanta Elite staff at all times. If I become aware of or observe any hazard or dangerous condition during my attendance or participation, I will remove myself, my minor child or children from participating and immediately notify the nearest Atlanta Elite staff person. If I do not agree with the resolution described by the Atlanta Elite staff, I will immediately remove myself and/or my minor child or children from participation. I for myself, and for my minor child or children acknowledge and agree I have waived my right to bring or maintain any lawsuit against Atlanta Elite for any claim arising from an instances in which I did not follow the terms, instructions, rules, and conditions of Atlanta Elite.
7. Releasors hereby indemnify and hold harmless Atlanta Elite from any and all damages arising out of or related to any claim released herein, any false, inaccurate or misleading statement in this Waiver or any failure of the releases and waivers in this Waiver to be enforceable. Such damages may include without limitation medical costs and attorneys' fees.
8. I certify that my child or children has health, accident and liability insurance to cover bodily injury or property damage which may be caused or suffered while participating in activities with Atlanta Elite including without limitation activities on the Atlanta Elite premises and activities including competitions not on the Atlanta Elite premises. I hereby certify, represent and warrant to assume and bear the costs of any injuries or damages which occur to me, my child or children while engaged in Atlanta Elite activities on and off the Atlanta Elite premises including injuries and/or damages caused directly or indirectly from participation in Atlanta Elite activities.
9. I acknowledge and agree if anyone is hurt or property damaged during my participation or the participation of my child or children in an Atlanta Elite activity, I may be found by a court of law to have waived my right to bring and maintain a lawsuit against Atlanta Elite on the basis of any claim from which I have released Atlanta Elite by signing this Waiver.

I represent and warrant I have been afforded the opportunity to ask questions, request and receive explanations concerning this Waiver and I have not been provided any information, oral or written, which in any way alters or changes the above information. I hereby give my permission and consent for all participants for whom I am responsible and whose names are listed below. I acknowledge and agree this document is governed by the laws of the State of Georgia without regard to the conflicts of law. If any portion of this Waiver is found void or unenforceable, the remaining portions shall remain in full force and effect.

I REPRESENT AND WARRANT I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ALL OF ITS CONTENTS. I FURTHER REPRESENT AND WARRANT THAT MY SIGNATURE IS VOLUNTARY AND WITH THE INTENT TO BIND MYSELF. I FURTHER INTEND TO GRANT PERMISSION FOR MY MINOR CHILD OR CHILDREN TO PARTICIPATE IN ANY AND ALL ATLANTA ELITE ACTIVITIES AND FACILITIES AND ACCEPT ALL RISKS ASSOCIATED THEREWITH. IT IS MY INTENTION TO EXEMPT AND RELIEVE ATLANTA ELITE FROM ALL LIABILITY FOR PERSONAL INJURY, INCLUDING WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION INCLUDING NEGLIGENCE OF ATLANTA ELITE.

Are there any medical conditions to be disclosed to Atlanta Elite?

Yes: _____ No: _____

If Yes, please explain/describe: _____

Please print names of Minor(s): _____

Signature of participant or parent

Date signed

Print Name of Parent