

MEMBER RELEASE



MEMBER RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT AND ASSUMPTION OF RISK

In consideration of the permissions to enter and use the facilities, to participate in or observe activities, and to receive the services described herein, I, on behalf of myself, my children, my parents, my heirs, guardians, assigns, agents, personal representative and estate (hereinafter collectively referred to as "I") hereby agree to release, discharge, indemnify, and hold harmless, ICE®, Indiana Cheer Elite, LLC, its owners, corporate entities, companies, affiliates, subsidiaries, premises owners, contractors, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ICE®"), as follows:

1. I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of ICE® pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. The following describes some, but not all, of those risks: Cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks that simply 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, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. Traveling to and from shows, meets and exhibitions, raises the possibilities of any manner of transportation accidents. In any event, if you or your child is injured, medical assistance may be required which you must pay for yourself.

2. I acknowledge I am familiar with the sports of cheerleading, gymnastics, trampoline, tumbling, stunting, jumping, athletic workouts, and other physical activities. I understand I have the right to inspect all equipment, surfaces, and facilities before every use or event. I represent that I have done so and will do so to the extent that I want. I also represent that I and my child are entering into this agreement for recreational purposes and not for business or financial reasons. I have not been promised or expect any future monetary gain or publicity or intellectual property rights.

3. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with all ICE® related activities, including but not limited to those listed in paragraphs 1 and 2 (hereinafter "ICE® related activities"). My participation and that of my child is purely voluntary. No one has forced or coerced me or my child to participate. I elect for myself and my children to participate in such activities in spite of the risks.

4. I represent that my child is physically and mentally fit to participate in all ICE® related activities. To the extent I had any doubts, concerns, or questions about whether my child was physically or mentally fit to participate, I have discussed those with the appropriate medical or professional advisor and I am comfortable making this representation.

5. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify ICE® from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in ICE® related activities, including personal injury and property damage.

6. This release, waiver of liability, and hold harmless agreement means I will not sue ICE® for any reason. "Any reason" includes:

- (a) ICE®'s own negligence or fault;
- (b) the negligence or fault of anyone else which might be attributable to ICE®;
- (c) the negligence or fault of me, my child, or anyone I am responsible for.

I understand I am not releasing or waiving the liability of anyone for criminal actions, intentional torts, or gross negligence.

The indemnity provision means I will pay any settlement by, judgment against, and expenses of ICE® due to me or my child's ICE® related activities.

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7. I waive and release all statutory and common law intellectual property and publicity rights I or my child may have or gain from participation in ICE® related activities.

8. Should ICE® incur attorney's fees and costs (a) to enforce this agreement, or (b) because ICE® is named in litigation related to, arise out of, or are in any way connected with my child's participation in ICE® related activities, I agree to indemnify and reimburse them for such fees and costs.

9. I certify that my child has health, accident and liability insurance to cover 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 and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition. No promise has been made to provide medical or training staff at any premises where ICE® related activities occur.

10. In the event that I file lawsuit against ICE®, I agree to do so solely in the State of the primary facility where my child participates in ICE® related activities. I further agree that the substantive law of Indiana shall control this agreement, including my authority to waive the rights of my minor child, and Indiana law shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.

11. I understand that ICE® is relying on my representations and certifications herein, which are material to it entering this agreement.

12. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against ICE® on the basis of any claim from which I have released ICE® by signing this Agreement.

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

Signature of Participant or parent: _____

Print Name: _____ Date: _____

(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ICE® to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold ICE® 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: _____

Print Name: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Athlete Signature: _____ Date: _____