

RELEASE OF LIABILITY AND INDEMNIFICATION OBLIGATION AGREEMENT

Student: _____ Birthdate: _____

Address: _____

City: _____ State: _____ Zip: _____

Parent: _____

Phone Numbers: _____

Email: _____

How did you hear about us? _____



RELEASE OF LIABILITY:

In consideration for granting permission for the student named above ("Student") to enroll and participate in any of the programs (a "Program") conducted by Heat Athletics All-Stars LLC ("HEAT Cheer") including but not limited to tumbling, gymnastics, cheerleading, or stunting, whether conducted on or off the premises of HEAT Cheer, I, the parent or legal guardian of Student, agree to the following:

1. I do hereby release, acquit, and forever discharge HEAT Cheer and its officers, directors, managers, employees, agents, and all other persons acting on its behalf ("HEAT Cheer Personnel") from all claims, actions, losses, liabilities, damages, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees and court costs) of any kind or nature related to the negligence of HEAT Cheer or HEAT Cheer Personnel (each a "Claim") arising from Student's participation in a Program, whether on or off HEAT Cheer premises or during travel monitored or coordinated by HEAT Cheer Personnel or paid for by HEAT Cheer or HEAT Cheer Personnel for the purpose of participating in any such Program. Notwithstanding the foregoing, this Release of Liability and Indemnification Obligation Agreement (this "Release") does not apply to a Claim that arises due to the intentional or reckless act or omission of Heat Cheer or Heat Cheer Personnel.
2. I fully understand, acknowledge, appreciate, and accept the risks inherent in a Program, which include, without limitation: (i) the significant risk of illness, serious bodily injury, and death; (ii) the physically demanding nature of a Program and the inability to anticipate every activity in which Student will engage; (iii) the potential lack of immediately accessible medical treatment facilities; and (iv) the chance of damage to property.
3. Furthermore, I acknowledge that: (i) I was provided sufficient time to read and consider this Release; (ii) I have waived my opportunity to bargain for different terms in this Release; (iii) I can contact HEAT Cheer with any questions regarding a Program; (iv) to my knowledge, Student has no mental or physical conditions or limitations that might affect Student's ability to participate in a Program that have not been disclosed to HEAT Cheer in writing; (v) I willingly agree to comply with the terms and conditions of a Program; and (vi) I will notify HEAT Cheer if I become aware of any information that could create a risk for Student or a Program. Additionally, I can contact HEAT Cheer with any questions about this Release; however, I cannot modify this Release in any way without the prior written consent of HEAT Cheer, and any written-in modifications of this Release are not binding or enforceable without such prior written consent.

INDEMNIFICATION OBLIGATION:

4. I, for myself and on behalf of my heirs, personal representatives, agents, and next of kin, shall indemnify, hold harmless, and defend HEAT Cheer and its officers, directors, managers, employees, agents, and all other persons acting on its behalf against any and all claims, actions, losses, liabilities, damages, costs, expenses, and fees (including without limitation reasonable attorneys' fees and court costs) of any kind or nature arising out of Student's participation in a Program.

I have read the Indemnification Obligation, above. Initials: _____

5. This agreement shall remain in effect as long as and whenever student participates in any Program at or with HEAT Cheer.

Parent Signature: _____ Date: _____