



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

**IMPORTANT:** You should read this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Waiver") carefully and in its entirety. It affects your legal rights. Agreeing to this Waiver is a condition of participation in the activities of The Cheer Camp.

In consideration of being permitted to participate in The Cheer Camp, including access to and/or the use of the property, facilities, services, and equipment of Waynesburg University, I, on behalf of myself, my son or daughter, my spouse, my heirs, and personal representatives, agree to the following terms and conditions:

1. **Risks of Activity.** By signing this Waiver, I acknowledge that my participation in The Cheer Camp is entirely voluntary, and understand that such participation involves a risk of injury and/or death due to certain inherent risks including, but not limited to, the following: contact with other individuals participating in The Cheer Camp, contact with the floor, walls, goals, posts, or equipment which are part of the playing area, strenuous exertions, quick movements, and/or sustained physical activity, the terrain, facilities, weather, vehicular traffic, and the actions or instructions of other people including, but not limited to, participants, volunteers, spectators, and coaches. I know, understand, and appreciate these and all other risks that are inherent in my participation and I hereby personally assume all such risks, whether foreseen or unforeseen.

I further understand that the best way to avoid injury is to follow the rules, regulations, and instructions of the staff of The Cheer Camp. I agree that I will learn and obey all the rules and regulations and will follow all instructions of the staff of The Cheer Camp.

2. **Release and Waiver of Liability.** I hereby forever release, waive, discharge, and covenant not to sue the person or entity responsible for administering The Cheer Camp, Waynesburg University and/or its trustees, officers, employees, staff, coaches, agents, representatives, students or volunteers (the "Releasees"), from any and all liability, claims, actions, demands, expenses, attorneys' fees, breach of statutory duty or other duty of care, and causes of action whatsoever, that I might now have or may have in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while traveling to or from, or participating in this The Cheer Camp.



3. Physical Condition. I certify that I am physically fit and have not been advised to refrain from participating by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this The Cheer Camp. I acknowledge that this Waiver will be used by the organizers of the The Cheer Camp in which I may participate and that it will govern my actions and responsibilities at said The Cheer Camp.

4. Indemnification. I agree to indemnify and hold harmless the Releasees from any and all liabilities or claims, including all reasonable attorneys' fees, made or incurred as a result of my participation in this The Cheer Camp, whether caused by negligence or otherwise.

5. Permission to Use Image/Likeness. I consent and agree that Waynesburg University and/or its employees, coaches, agents, representatives, or volunteers may take photographs or digital recordings of me as a participant during The Cheer Camp and use these photographs and/or recordings, with or without my name, for any lawful purpose, including in any media for training or promotional purposes. I agree that Waynesburg University will have complete ownership of such pictures and/or recordings, including the entire copyright. I waive any rights, claims or interest in the use of such photographs and/or recordings and I understand that I will receive no financial or other remuneration in connection therewith.

6. Miscellaneous. This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, INCLUDING THE TERMS AND CONDITIONS LISTED ABOVE, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

PARTICIPANT WAIVER (if Participant is under 18 years old, Parent or Guardian must also sign below)

X \_\_\_\_\_

X \_\_\_\_\_