ACE Cheer of Dothan LLC

13350 State Highway 84 West
Newton, Alabama 36352

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER; ACE. IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TRAINING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, SPECIAL EVENTS, DEMONSTRATIONS OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, OR TEAMS AT ACE Cheer of Dothan LLC FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF ACE Cheer of Dothan LLC, ACE CHEER COMPANY, ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue ACE Cheer of Dothan LLC and Pollard Enterprises LLC., ACE Cheer of Dothan LLC Board of Directors and officers, and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of ACE Cheer of Dothan LLC and Pollard Enterprises LLC or others listed for property damage, personal injury, or wrongful death, arising as a result of any engaging in or receiving instruction in gymnastics, cheerleading, or any other activities or activities incidental thereto, wherever, whenever, or however the same may occur, I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs or assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sport activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active and participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be lifted by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless ACE Cheer of Dothan LLC and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in ACE Cheer of Dothan LLC and Pollard Enterprises LLC activities or any activities incidental thereto, whenever, wherever, or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Alabama and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Alabama.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of ACE Cheer of Dothan LLC and Pollard Enterprises LLC or any person listed above.

In consideration of ACE Cheer of Dothan LLC permitting me to participate or practice cheerleading and to engage in all activities related to this sport, I hereby voluntarily assume all risks associated with participation and agree to exonerate, save harmless and release ACE Cheer of Dothan LLC and instructors from any and all liability, medical expense, claims, causes of action or demands of any kind of nature whatsoever which may arise by or in connection with my participation in any activities related to the sport(s) indicated above.

I also consent to the use, by ACE Cheer of Dothan LLC, or anyone it authorizes, of any and all photographs, tapes, or other representations, and any
reproductions thereof for the purpose of promotion (including sale, publication, display and exhibition) without compensation. The member further consents to the use of the member's name in connection with such materials, and agrees that such materials and negatives shall constitute ACE Cheer of Dothan LLC property, with full right of distribution.

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Signature of Parent or Legal Guardian Date Date

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Please Print Name of Parent or Legal Guardian

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Please Print Name of Participant