

ELITE ISLAND CHEER LLC

Participation Waiver and Hold Harmless Agreement

This Participation Waiver and Hold Harmless Agreement (the “release”) is made this _____ day of _____, 20____, by _____ (Parent or Legal Guardian referred to as “Parent”) and _____ (the “Student,” and, together with the Parent, collectively referred to as “we”) who acknowledge that we are voluntarily requesting to participate in cheerleading instruction, practice and competition with ELITE ISLAND CHEER LLC (“EIC”), including onsite as well as offsite at other locations for competitions, exhibitions and the like, the activities of which include (without limitation) learning, practicing, and participating in all aspects of cheerleading, including (without limitation) gymnastics, tumbling, stunting, dancing, workouts, and any and all other related activities (collectively, the “Activities”).

In consideration of Student’s permission to participate in the Activities referred to herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, we hereby agree to the following:

1. Waiver and Release and Assumption of Risk: We understand and acknowledge that participation in the Activities with EIC includes practicing and training with instructors and other participants of various ages, sizes, gender and skill levels. We further understand and acknowledge that the Activities, including (without limitation) cheerleading and the many and varied physical components thereof, are inherently dangerous, can lead to serious or catastrophic injury up to and including paralysis and death, and that unanticipated dangers may arise during such Activities. We expressly acknowledge and pledge to follow all EIC safety rules, policies and procedures and coaches’ instructions, whether written or verbal, in an effort to mitigate the possibility of injury. We expressly and knowingly accept full risk and responsibility for the risk of injury or harm to Student’s person or property from the Activities, as well as the risk of injury or harm to other persons and property whether real or personal (including EIC’s), that may be sustained in connection with the Activities, including those caused by Student’s actions during any EIC related activities. As partial consideration for the enrollment in EIC’s programs and activities, we expressly agree to waive ANY and ALL liability and hereby release, indemnify and hold harmless EIC and its owners, members, instructors, employees, contractors, agents, representatives or volunteers and each of their heirs, successors and assigns (collectively, “Releasees”) from and against any and all liabilities, obligations, claims, demands, suits, actions, causes of action, expense (including court costs and attorneys’ fees) or any other cost resulting or arising from any acts, omissions or consequences whatsoever (whether foreseen or unforeseen) of or by EIC, the Releasees, or any other person (including Student) in conjunction with Student’s attendance at and participation in the Activities, whether onsite or offsite, including travel to and from any Activities, and including, but not limited to, any and all injuries to Student’s or any other person’s person (including, without limitation, illness, paralysis, or death) or property (whether real or personal) or both, and resulting from any cause whatsoever, whether the result of or arising from the negligence of the Releasees or any other cause. We understand and agree that this release includes any claims based on the negligence of Releasees. We also understand and agree that this release includes the risks involved in being in the vicinity where Activities may be carried on by individuals other than Student.

2. Medical Clearance: We further understand that it is our sole responsibility to consult with a physician prior to enrolling for any Activities to ensure that Student is healthy and medically able to participate in the Activities.

3. Insurance: We acknowledge that it is solely our responsibility to obtain medical and accident insurance coverage for the Student, and not EIC’s responsibility. We understand that EIC does not assume any responsibility for, or hold an obligation to provide us with, financial or other assistance, including, but not limited to medical, health or disability benefits or insurance of any nature, in the event of our injury, illness, death or damage to our property. We expressly waive any such claim for compensation or liability on the part of EIC or Releasees in the event of such injury, or if we incur any expenses referred to herein.

4. Medical Treatment: We hereby release and forever discharge EIC and the Releasees from any claim whatsoever which arises or may hereafter arise as a result of any first-aid treatment or other medical services rendered in connection with Student’s participation in any Activities, whether onsite or offsite, regardless of whether the first-aid treatment is administered by EIC or any outside medical provider. We acknowledge that EIC’s staff members are not physicians or

medical practitioners; however, we expressly grant our permission for EIC's staff to administer temporary first aid to my Student in the event of an emergency, injury or illness. In the event of an emergency, injury or illness, EIC staff, including all representatives, employees, contractors, and volunteers, shall first attempt to contact the Student's parents or legal guardian, but has our express permission to contact any emergency medical personnel, physician, hospital, and the like, including transportation by ambulance, as it deems necessary and in the Student's best interest.

5. COVID-19 Assumption of Risk and Release: We acknowledge that we are aware that participants are not required to prove immunization against COVID-19 or to wear masks, unless required to do so by state or local guidelines, in order to participate in the Activities, and that certain risks associated with exposure to COVID-19 may exist. We voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or to my Student (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that we may experience or incur in connection with Student's participation in events held by or associated with EIC. On my behalf and/or that of my Student, we hereby release, covenant not to sue, discharge, and hold harmless EIC and Releasees from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. We understand and agree that this release includes any claims based on the actions, omissions, or negligence of Releasees and whether a COVID-19 infection occurs before, during, or after participation held by or associated with EIC. On behalf of myself and/or as the parent or legal guardian of my Student, by participating and/or allowing Student to participate, and by signing this Participant Release and Waiver Form, we voluntarily assume all risks, responsibility and liability concerning my and/or Student's health and safety and possible exposure to COVID-19 in connection with EIC.

6. Photo Release: I hereby grant EIC permission to use my and/or my Student's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of EIC and will not be returned. I hereby irrevocably authorize EIC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my or my Student's likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge EIC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

By signing below, we acknowledge and represent that, if Student is under the age of eighteen (18) years old, Student has Parent's permission to participate in EIC's programs as described herein, we have READ and FULLY UNDERSTAND this Participation Waiver and Hold Harmless Agreement, that we sign it VOLUNTARILY with full intent to be bound by this agreement and that Student's attendance at and participation in EIC activities and programs is voluntary.

If Student is the age of legal majority, Student represents and certifies that he/she is at least eighteen (18) years old, has provided sufficient proof thereof to EIC, is the sole party executing this document, has READ and FULLY UNDERSTANDS this Participation Waiver and Hold Harmless Agreement, that Student signs it VOLUNTARILY with full intent to be bound by this agreement and that Student's attendance at and participation at EIC activities and programs is voluntary.

PLEASE NOTE: Individuals under the age of eighteen (18) are required to have this agreement executed by their parent or legal guardian in order to participate in any activities or programs with EIC. Failure to do so will result in the student's exclusion from EIC's activities and programs.

***If Student is at least 18 years old, obtain a copy of Student's driver's license or other picture I.D. containing proof of age prior to permitting participation without obtaining written consent of parent or legal guardian.**

Parent or Legal Guardian (Signature)

Date