



SUNSET CHEER

ASSUMPTIONS OF RISK & RELEASE AGREEMENT

THIS IS A RELEASE OF LEGAL PARTIES- DO NOT SIGN UNLESS YOU HAVE READ AND UNDERSTOOD.

Club: Sunset Cheer

In consideration of my ability to participate in the club provided by Sunset Cheer and its governing board, officers, employees, and agents (collectively the school & Sunset cheer), I hereby agree as follows:

1. **Risks of Participation:** I fully recognize that there are inherent dangers and risks to which I may be exposed by participating in the Club and by using the equipment, facilities, and related services provided by Sunset Cheer. These risks include (but are not limited to):
 - Injuries and medical disorders, including heart attack, stroke, heat stroke or exhaustion, sprains, broken bones, torn muscles, torn ligaments, nerve damage, eye injury, tendonitis and brain or spinal cord injuries.
 - Additional non-obvious inherent dangers that may be associated with the Club include inversion and rotation of the body that could result in serious injuries.

I understand that these risks may arise from my own actions or inactions, those of other participants, or those of Sunset Cheer, and that they may cause serious bodily injury, sickness, permanent disability, paralysis, or death, as well as pain, suffering, lost income, medical expense, and other losses.

2. **Voluntary Participation.** I understand that Sunset Cheer does not require me to participate in the club. I want to participate voluntarily and with full knowledge of the inherent risks (including those listed above), and despite the possible dangers and despite this Release Agreement.
3. **Health, Safety, & Conduct.** I understand that Sunset Cheer has taken steps to provide a safe club, and that the spite of those efforts, an accident or injury may occur. I have a shared responsibility for safety and, in order to minimize the possibility or severity of the injury (among other things), will comply with (1) Sunset Cheer's policies, codes, & rules that apply to me, (2) any rules specific to the Location(s), and (3) all instructions provided. I understand that Sunset Cheer has no control over the operations or premises of the Location(s).

[Initial: _____] I agree to inspect the equipment and facilities prior to participating, and to immediately report any unsafe conditions to Sunset Cheer and immediately discontinue use.

I understand that medical personnel are not available at the Location(s). I authorize Sunset Cheer to obtain emergency medical treatment for me and understand and agree that Sunset Cheer is not responsible for any injury, damage or cost arising out of or in connection with such emergency medical treatment. I have

arranged, through medical insurance or otherwise, to meet any and all needs for payment of medical costs while participating in the Club.

[Initial: _____] I am physically and mentally able to participate in Sunset Cheer. I have consulted with a medical doctor about my personal medical needs. Other than as I have provided in writing to the organizer of the club, there are no health-related reasons or problems that preclude or restrict my participation in Sunset Cheer.

I understand that Sunset Cheer is not obligated to transport me as a part of the Club. I will carry my own automobile insurance if I will be driving to, from, or during the Club.

4. **Assumption of Risk, Covenant Not to Sue, and Release of Claims:** Knowing the risks inherent in the Club, including those described above, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities associated with my participation in Sunset Cheer. To the maximum extent permitted by law, **I release, discharge, and covenant not to sue Sunset Cheer** from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, in connection with my participation in Sunset Cheer. I further agree that if I or anyone on my behalf makes a claim against Sunset Cheer, **I will indemnify, save, and hold harmless Sunset Cheer** from any litigation expenses, attorneys' fees, loss, liability, damages, or costs that are uncured as a result of such claims. The foregoing release includes, but is not limited to, any claims arising out of my own actions or inactions (including but not limited to my failure to follow policies, rules, or such instructions), those of third parties, or those of Sunset Cheer. This release also includes any claims that arise at a time when I am not under the direct supervision of Sunset Cheer or that are caused by my failure to remain under such supervision. I understand that the foregoing release means, among other things, that I cannot sue or recover anything from Sunset Cheer if anything happens to me or to my property while preparing for or participating in Sunset Cheer.

I understand that if I have any questions about this Release Agreement or the risks inherent in the Club, I can discuss them with Sasha Flores, of Sunset Cheer.

I, _____, have carefully read and fully understood this Release Agreement before signing it, and have had the opportunity to have any questions answered. I understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance. I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion is held to be invalid, the remainder shall survive in force. This agreement shall be governed by the laws of the state of Arizona, which shall be the forum for any related lawsuits.

Participant Name: _____ *(please print)*

Date of Birth: ____/____/____ (Mon/ Day/ Year) *(If under 18, a parent/ legal guardian must also read, understand & sign)*

X _____ Date: _____

Signature of Participant

And I, _____, the minor's parent or legal guardian, understand the nature of Sunset Cheer and accept the risks described above. I am aware of the minor's experience and capabilities and believe the minor to be qualified, in good health, and able to participate. By affixing my signature below, I agree to all the terms of this Agreement with both respect to myself and the Participant.

X _____ Date: _____

Signature of Participant's Parent/ Guardian *(if Participant is under age 18)*