

MOTYFCL RELEASE FORM, ASSUMPTION OF RISK, INDEMNIFICATION, COVENANT NOT TO SUE.

This agreement is entered into this day _____

By _____ and MOTYFCL.

In consideration of MOTYFCL allowing the participant to register and participate in MOT Elite Cheer Full Year Cheer Program and / or use the facility / equipment of MOTYFCL and for the other good and valuable consideration, the undersigned, intending to be lawfully bound, hereby covenant and agree as follows:

Certification of Authority. I the undersigned, hereby warrant that I am the custodial parent / lawful guardian of hereinafter - named **Participant**.

Name : _____ **Date of Birth** _____

Contact Phone # _____

1. **Acknowledgement and Assumption Of Risk.** I hereby acknowledge that I am aware that the above named participant will be engaging in physical exercise and activities involving gymnastics ,fitness training, stunting, jumping , dance which inherently and in their very nature could cause injury to the named participant. Injuries including ,but not limited to muscle strains, ligament sprains, fractures, concussions, paralysis or death....fully recognizing the potential risks. **We hereby assume all risks that such injuries may result.**

2. **Waiver and Release.** I hereby Waive Any and All claims, past, present or future, known or unknown of any kind or nature, for personal injury (including death) arising out of or connected with the herein above named participant at MOTYFCL Facility, Grounds.

I Release MOTYFCL, it's Coaches, Officers, Directors, Agents, from any and all such claims.

3. **Covenant Not To Sue.** I hereby covenant and agree not to sue, or assist in any other person or legal entity, in suing, MOTYFCL , its Coaches, Officers, Agents, or on account of any such claim described in the paragraph 2 above.

4. **Indemnification.** I hereby covenant and agree to hold harmless and indemnify MOTYFCL, it's Coaches, Officers, Agents, described in paragraph 2. Hereof made by or on behalf of any person or legal entity, including court costs,expert witness fees, and other reasonable costs.

5. **Acknowledgement of No Physical Evaluation.** I acknowledge that MOTYFCL will make no evaluation or recommendation as to whether or not the herein-above-named participant is physically fit for any physical activity relating to cheerleading, tumbling, stunting. And if such participant has any physical condition that may impact on his / her ability to engage in such activities, and / or which condition that may be aggravated or exacerbated by these activities. It is my responsibility to obtain a physician's statement describing any limitations to participate in Cheer / tumbling activities and / or to use any of the training equipment and in facility. A physician's note will be required allowing the herein- above-named participant to return to Practice / Competition if the participant is deemed unable to participate due to injury of any kind.

6. **Separability.** If any section, paragraph, or sentence of the Agreement is determined or declared to be invalid is unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

7. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their administrators, successors and assigns.

8. **Governing Law.** This Agreement shall be governed by the laws if the state of Delaware notwithstanding the fact that one up more parties may now or later become a resident of another state.

MOTYFCL

BY _____

Custodial Parent \ Legal Guardian _____ **Date** _____