

# CANADIAN CHEER WAIVER 2017-2018

*\*Please note that each individual athlete must submit a completed waiver. Only one waiver form must be signed per athlete, per season*

Participant Name:	Parent/Legal Guardian Name:
Date of Birth:	Age as of Sept 1, 2017:
Address:	City/Prov/Code:
Email:	Legal Guardian's Cell Phone #:
Program (School/Gym) :	Division:

## RELEASE OF LIABILITY

It is a condition of competing in any of the 2017/2018 **Cheer Evolution** Events that this form is fully completed, signed and submitted. It is a condition of competing in any of the 2017/2018 **Cheer for the Cure** Events that this form is fully completed, signed and submitted. The Parent/Legal Guardian named above certifies that he or she has full authority with respect to the care, control and custody of the Participant and understands that the Releasees are relying on this certification. The Participant and/or the Parent/Legal Guardian gives permission for and consents to the Participant competing in the Event(s). In consideration of allowing the Participant to compete in the Event(s), the Parent/Legal Guardian named above hereby releases 7666705 Canada Inc. (Cheer Evolution) and/or 6763201 Canada Inc. (Cheer for the Cure) as the hosting bodies and host venue(s) (school, university, arena, hotel, convention centre, etc.), any and all sponsors of the Event(s), all vendors at the Event(s) (collectively the "**Releasees**") and all of the directors, officers, employees, sub-contractors, agents or representatives of each of the Releasees from any and all liability whatsoever from any claim, demand, action or cause of action of any kind arising from any illness, injury of any kind or death of the Participant as a result of or caused directly or indirectly by the Participant attending or competing in the Event(s). The Participant and/or the Parent/Legal Guardian further agrees to indemnify and save harmless all persons covered by this Release and their successors, assigns or personal representatives from any claims, demands, actions or causes of action brought against them by the Participant or any other person in any way related to the Participant attending or competing in the Event(s). This indemnity extends to and includes all costs, legal or otherwise, incurred in defending any such claim, demand, action or cause of action. The Parent/Legal Guardian further acknowledges that it is his or her sole responsibility to ensure the Participant is properly supervised and chaperoned at all times during the Event(s) as part of the program with which they are competing. The Releasees have no obligation in this regard.

## MEDICAL RELEASE

The Participant and/or the Parent/Legal Guardian hereby certifies that the Participant does not suffer from any physical disability or medical condition which would pose a risk to the Participant while attending or competing in any Cheer Evolution Event(s) in the 2017/2018 season and understands that Cheer Evolution and/or Cheer for the Cure is/are relying on this certification. The Parent/Legal Guardian acknowledges that there is a risk to the Participant of sustaining an injury (minor, serious, catastrophic or fatal) by reason of attending or competing in the Event(s). The Parent/Legal Guardian, on his or her own behalf and on behalf of the Participant, hereby assume all responsibility for any such risk and releases Cheer Evolution and/or Cheer for the Cure as the hosting bodies, the host venue and any sponsors of the Event(s), from any claim, demand, action or cause of action of any kind with respect to such injury. Notwithstanding that Cheer Evolution and/or Cheer for the Cure, has no obligation to do so; the Parent/Legal Guardian authorizes Cheer Evolution and/or Cheer for the Cure to provide treatment for the Participant in the event of an injury. If no medical treatment is provided, or if the provided treatment is ineffective, Cheer Evolution and/or Cheer for the Cure will not be liable in any way. The Parent/Legal Guardian shall be responsible for all costs of any such treatment and indemnifies and holds harmless, Cheer Evolution and/or Cheer for the Cure or its agents in this regard.

## USE OF IMAGES OR RECORDINGS OF THE EVENTS

The Participant and/or the Parent/Legal Guardian acknowledge that Cheer Evolution and/or Cheer for the Cure and its affiliates or contracting companies, from time to time produces photographs, videotapes, DVD's, podcasts and video casts recording activities at the Event(s) to be used for promotional or other commercial purposes. The Parent/Legal Guardian, on his or her own behalf and on behalf of the Participant, acknowledge that the Participant may be included in such recordings as a participant or spectator at the Event(s) and consents to same. The Participant and/or the Parent/Legal Guardian hereby transfers and assigns to Cheer Evolution and/or Cheer for the Cure and its successors, the exclusive right to make such recordings and utilize the Participant's image and/or voice for the purposes of Cheer Evolution for the Event(s), for any future Event(s), for advertising and promotion in general or for any other commercial purpose. The Participant and/or the Parent/Legal Guardian waives any right to monitor, inspect or approve any such recordings or the use of any such recordings.

The Participant and/or the Parent/Legal Guardian confirms that he or she has read this document in its entirety and fully understands the contents and is signing it voluntarily in order that it can be relied upon by the Releasees. Nothing in this document guarantees the Event(s) will take place.

**I have read, understand and agree to abide by all terms and conditions outlined on this form.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Participant