

WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION
TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PHOTO AND VIDEO RELEASE
FORM

Participant First Name:
Birth date:

Last Name:
Team/Organization:

Gender:

THIS "WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PHOTO AND VIDEO RELEASE FORM" ("Form") HAS BEEN APPROVED BY REDLINE CHEER & DANCE COMPANY, L.L.C., a Texas limited liability company ("Redline"), for use at all events held by its members.

If you are over the age of 18, you are releasing legal rights for yourself by initialing and executing this form. READ IT CAREFULLY.

If the participant is under the age of 18, as a parent or legal guardian you are releasing rights for yourself and for your child by initialing and executing this form. READ IT CAREFULLY.

Please review the form carefully, and initial the beginning of each paragraph in the spaces provided before completing the information on the lines provided.

A. [] [initial] As an individual over the age of 18 or as the parent or legal guardian of the above-listed child, I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in cheerleading and dance activities held/sponsored by Redline, which include dance, gymnastics, stunting, jumping, and tumbling components. I acknowledge that (my/my child's) participation in cheerleading and dance activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries to (me/my child), (my/my child's) death, damage to property, and injury to others. I also acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that (I/my child) may be exposed to and infected by COVID-19 while participating in cheerleading and dance activities. I understand that such risks are inherent in these activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the activities. I also understand and acknowledge that injuries (I/my child) receive(s) may be compounded or increased by negligent rescue operations and as such, I understand that other than telephoning for an ambulance, no medical assistance shall be provided by Redline, its agents, staff or other representatives in the event an injury occurs during the event. Understanding such dangers, I hereby knowingly and voluntarily enroll (myself/my child) in events held/sponsored by Redline. I give my consent for (me/my child) to engage in the dangerous activities described above, and I assume the risk of the activities involving myself/my child. I understand that (I do not/my child does not) have permission to participate in cheerleading and dance activities at an event held/sponsored by Redline without agreeing to the terms and conditions on this release. I understand that this Form is effective for all events held/sponsored by Redline for a twelve-month period from date of signature ("effective period"). I understand that this release and waiver of liability shall continue to be in effect during the above stated effective period until such time as I renounce it, in writing, at which time (I/my child) shall no longer be able to participate in any event held/sponsored by Redline.

B. [] [initial] I represent that (I am/my child is) in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in or would compromise the safety of others from participating in the activities described in paragraph A. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). I certify that I have adequate insurance to cover any injury or damage that (I/my child) may suffer while participating in an event held/sponsored by Redline. I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any event held/ sponsored by Redline. I hereby authorize Redline or representatives of Redline to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child's) coach medical attention is needed.

C. [] [initial] On behalf of (myself/my child and myself), I hereby knowingly and voluntarily release and forever discharge Redline and all its employees, agents, coaches, instructors, assistants, officers, managers, directors, owners, members, subcontractors, and any other representative or affiliates and their respective heirs, successors, and assigns (collectively with Redline, "Redline Representatives") from any and all liability arising out of or in connection with the above-described activities involving (myself/my child) at any and every event held/sponsored by Redline. "Liability" means any and all claims, demands, losses, causes of action, lawsuits or judgments of any and every kind that occurs during or incidental to the above-described activities, that result from any cause whether caused by the negligence, gross negligence, or otherwise.

D. [] [initial] I hereby agree to and shall indemnify, defend, save and hold harmless Redline Representatives from and against any and all loss, liability, damage, or cost they may incur, including attorneys' fees and litigation costs, arising out of or related to the above-described activities, whether cause by negligence, gross negligence, or otherwise.

E. [] [initial] I hereby agree that the assumption of risk, the release and waiver of liability, and the indemnity agreements contained herein extend to all acts of negligence and gross negligence and is intended to be as broad and inclusive as is permitted by the law of and any other state whose laws apply to the activities, and that if any portion of this Form is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

F. [] [initial] I give Redline Representatives the right to photograph and/or take audio and video recording of (me/my child) and (my/my child's) participation in events held/sponsored by Redline, or likeness of (me/my child), and to disseminate any images or recordings of (me/my child) for any reproductions associated or in any way connected with marketing, advertising, broadcasting, publication, or marketing of any event undertaken by Redline Representatives. Specifically, I hereby forever and irrevocably grant to Redline Representatives a license and permission to use any such photographic or video reproduction of (me/my child), including any music used in such video, in any manner of reproduction and in any form of advertisement for Redline for promotional purposes. I understand that no compensation will be paid by Redline Representatives for the use of any photographic or video reproduction of (me/my child).

G. [] [initial] By signing this Form and initialing each paragraph, I represent that I have read this Form thoroughly and understand it completely, including the substantial legal rights I am giving up for (myself/my child and myself) by signing it. I have had the opportunity to have my own attorney review this Form and my attorney has done so or I have knowingly and voluntarily chosen not to have my attorney review this Form. I have signed this Form freely and voluntarily without inducement of any kind or guarantee being made.

H. [] [initial] I INTEND BY MY SIGNATURE FOR THIS FORM TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I UNDERSTAND AND AGREE THAT THIS FORM CANNOT BE AMENDED OR MODIFIED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND THAT IT IS BINDING ON (ME/MY CHILD AND MYSELF), AND OUR HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. I AGREE A FAXED OR SCANNED SIGNATURE SHALL BE BINDING IN LIEU OF THE ORIGINAL.

Participant Name:

Age: []

Grade: []

Insurance Carrier (or "none")

Policy # []

OR

Name of Emergency Contact:

Number to be Called in Case of Emergency: []

Relationship to Participant:

Email:

Parent Name:

Parent/Guardian Address:

Date: []

Your Signature (Type Your Full Name):

(Participant, if over 18, or Parent/Guardian, if Participant is under 18):

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