

HOTCHEER ALLSTARS WAIVER

Athlete Name	
Gender F M	Date of Birth
Address	
City	Zip
Email Address	
Phone Number	
School District	

DISCLAIMER: HotCheer, Inc. is not responsible for any injuries, illnesses, (or loss of property) to any person while practicing, training, taking class, competing, participating in open gym, special events, recitals, demonstrations, shows, or in any other way involved in gymnastics, cheerleading, preschool, birthday parties, or sleep-overs at HotCheer, Inc. for any reason what so ever, including ordinary negligence on the part of HotCheer Inc. its owners, officers, agents or employees. In consideration of my participation, **I hereby release and covenant not-to-sue** HotCheer, Inc. the HotCheer, Inc. Board of Directors and Officers, the HotCheer Parent Organization, and any of their employees, teachers, coaches, or agents, **from any and all present and future claims resulting from ordinary negligence on the part of HotCheer, Inc.** or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, which may be made by me, my family, estate, heirs or assigns. Further, I am aware that gymnastics/tumbling and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics/tumbling, cheerleading and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never, eliminated. I understand that participation in gymnastics/tumbling, cheerleading, and related activities involves activities incidental to active participation in gymnastics/tumbling, cheerleading, cheerleading/gymnastics equipment, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death. I further agree to indemnify and hold harmless HotCheer, Inc. and all others listed for any and all claims resulting of my engaging in or receiving instruction in HotCheer, Inc. and activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Pennsylvania and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Pennsylvania. I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of HotCheer, Inc. or any person listed above. As a legal guardian, I hereby agree to individually provide for any possible future medical expenses, which may be incurred by my child as a result of any injury sustained while training at or performing at or for HotCheer, Inc. **I further understand that HotCheer, Inc. may take and use photographs of my family members during class, recitals, parties, and competitions for commercial purposes without further compensation to my child or myself.**

Parent/Guardian Signature _____ **Date** _____