

THE SPIRIT CONSULTANTS

(OFFICE) 310.702.3433 WWW.THESPIRITCONSULTANTS.COM (FAX) 310.862.6743

12400 VENTURA BLVD #777
STUDIO CITY, CA 91604

PARTICIPANT LIABILITY RELEASE AND WAIVER FORM

Every participant must have an original, completed and signed release form. Please print.

Minor's Name: _____ Name of Parent/Legal Guardian: _____
Address: _____ Parent/Legal Guardian Cell Phone #: (____) _____
City, State, Zip: _____ Daytime Phone Number: (____) _____

School /Team Name: _____ Event/Camp/Clinic: _____
Cheer: [] Varsity [] Junior Varsity [] Freshmen Song: [] Varsity Dance: [] Varsity

Liability Release: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____, as parent or legal guardian of _____, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to participate in the above Event to be conducted by The Spirit Consultants, LLC d / b / a The Spirit Consultants ("TSC"). I, in my own behalf and on behalf of Minor, further agree to release and to hold harmless The Spirit Consultants, the Hosting site, (Ontario Convention Center and Double Tree Hotel, Ontario) on whose premises the Event will occur (hereinafter the "Location"), the affiliates of The Spirit Consultants and the Location, and the respective directors, officers, representatives, members, agents and employees of The Spirit Consultants and their respective affiliates (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that Minor may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the site for the Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Liability Release constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: **X** _____ Date: _____

Appearance Agreement: I understand that The Spirit Consultants, LLC d / b / a TSC from time to time produces promotional material relating to its programs. I understand that as participant and/ or a spectator that Minor may be included in videotapes, dvd's, pod casts and video casts or photographs taken during the Event and all future events (i.e. stunt clinics, choreography sessions, program support sessions). Therefore, without reservation or limitations, I, in my own behalf and on behalf of Minor, hereby assign, transfer and grant to The Spirit Consultants d/ b/ a TSC, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and / or videotape Minor and to utilize such videotapes and photographs and Minor's name, face likeness, voice and appearance as a part of the Event or in any other media now in existence or hereafter developed, in advertising and promoting the Event, in advertising and promoting similar future events or in advertising and promotions relating to The Spirit Consultants without reservations and limitations.

I further understand that neither The Spirit Consultants nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve the programs, copies thereof and any promotional materials related thereto.

Medical Release: I, in my own behalf and on behalf of Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/ or death) and that I, in my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness or injury by participating in the event. In the event of such illness or injury, I authorize The Spirit Consultants to obtain necessary medical treatment for Minor and hereby, in my own behalf and on behalf of Minor, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of Minor for any illness or injury that Minor may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs.

I represent that any medication to which Minor is allergic or medications that Minor is currently taking are listed below. I agree that Minor shall bring medications which Minor is currently taking with him / her to the Event and that he / she shall consume the prescribed dosage for such medications.

Medications (if any): _____

Allergic to (if any): _____

I acknowledge that the Minor suffers from the following medical conditions: _____

Family Doctor: _____ Phone Number: (____) _____

Minor's Birthdate: _____

Minor's Social Security Number: _____

(not required, but helpful in case of emergency for quick verification at hospital)

Insurance Company: _____

Insurance Company Address: _____

Medical Insurance Policy Number: _____

Emergency Contact Information:

Name: _____

Relationship to Minor: _____

Daytime Phone Number: () _____

Evening Phone Number: () _____

Camp Rules:

1. Squads/teams must be on time to all event activities.
2. Please leave valuables at home. TSC is not responsible for lost or stolen items.
3. All medical emergencies must go through TSC camp administration staff first.
4. The use, consumption or possession of alcohol or other illegal substances is prohibited and will result in immediate removal from the event.
5. Smoking at the event is prohibited.
6. Hazing or initiations of any type are prohibited.
7. No decorations or accessories to be hung or used in both hallways and rooms of the hotel. Any mess that is made will be cleaned up before departing camp and all facilities will be left in the same conditioned as they were found in.
8. No running in the hallways.
9. No unnecessary noise in public areas.
10. No tumbling, stunting or horseplay in the hallways or hotel rooms. There is no tumbling allowed at the event.
11. All participants must be on their floor at 10:00pm, in their rooms at 10:30pm and lights out at 11:00pm.
12. No one of the opposite sex is allowed in the rooms.
13. Participants are not allowed to use cars during the event.
14. The Spirit Consultants are not responsible for participants during free time.

I am aware that playing or practicing any sport or athletic activity can be dangerous and involves A RISK OF INJURY. I understand that the dangers and risk of playing or practicing in cheerleading include, but are not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system and serious injury or impairment to other aspects of my body, general health, and well being.

Because of the dangers of participating in the above sport, I recognize the importance of following the coach's instructions regarding playing techniques, training, rules of the sport, other team rules and to obey such instructions.

In consideration of The Spirit Consultants I hereby voluntarily assume all risks associated with participation and agree to exonerate and save harmless (The Spirit Consultants, their agents, servants, and employees, athletic staff), the physicians and other practitioners of the healing arts treating me, from any and all kind of liability, claims, causes of action or demands of any kind and nature whatsoever which may arise by or in connection with my participation in any activities related to cheerleading. The terms hereof shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and all members of my family.

I hereby agree to submit any disputes that may arise between myself and The Spirit Consultants, (its agents, servants, and employees, athletic staff), the physicians and other practitioners of the healing arts treating me and their agents, trustees, servants, and employees, in connection with my activities at The Spirit Consultants, to binding arbitration before three arbitrators, in accordance with the Rules of the American Arbitration Association.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Participant Release and Waiver Form releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Participant Release and Waiver Form constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: X _____ **Date:** _____

Relationship to Minor: _____ Minor SS# _____

Minor Birthdate: _____

I, identified above as Minor, acknowledge that I have read this Release and Waiver form.

Signature of Minor: X _____ **Date:** _____