



ALL ATTITUDE ATHLETICS, LLC

RELEASE OF LIABILITY FORM for PARTICIPANTS (UNDER 18 YEARS OLD)

Every Participant under age 18 must complete this form.¹

PREAMBLE

The Minor named herein, certifies that he / she has read and understood the risks inherent to this sort of activity, voluntarily consents thereto, and has also provided this form to his / her parent or legal guardian for their review. By doing so, he / she hereby acknowledges that he / she consents to participate in all the camps activities which include, but not limited to cheer motions, jumps, stunts, tumbling, dance, baskets, team bonding games and etc. for All Attitude Athletics, LLC specifically the **2018 Stunt Clinic at Moanalua HS on April 21, 2018** (“Proposed Conduct”), and the Minor’s parent or legal guardian hereby provides their consent to the Proposed Conduct subject to this liability form by signing the attached Permission Of Parent or Legal Guardian section.

Minor’s Initials

Parent/Guardian Initials

MINOR’S ACKNOWLEDGEMENT AND CONSENT

I, _____, certify that I willingly and voluntarily consent to participate in the Proposed Conduct, and I acknowledge and understand that I must be in good physical shape and condition, and that the activities in which I may be asked and expected to participate in are strenuous and require physical and athletic ability. It has been explained to me that these activities include, but are not limited to: motion work, dance, jumps, baskets, pyramids/mounts and stunts. I also understand that the cheerleading activity at the All Attitude Athletics, LLC camp will have an inherently high risk of injury; that any of the various cheerleading components of the cheerleading involving my participation could lead to unavoidable injuries that may include muscle strains and tears, fractured bones, serious injury including partial or total paralysis, and even death.

Furthermore, I irrevocably grant All Attitude Athletics, LLC and its assigns, licensees and successors the right to use my image and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. I also waive the right to inspect or approve versions of any image used for publication or the written copy that may be used in connection with the images. In doing so, I release All Attitude Athletics, LLC, and its assigns, licensees and successors from any claims that may arise regarding the use of my image including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. All Attitude Athletics, LLC is permitted, although not obligated, to include my name as a credit in connection with the images.

With this understanding of the possibility of serious or catastrophic injury or death and the risks involved, and the rights I forego in regards to my image and likeness, I willingly and voluntarily consent to participate in the All Attitude Athletics, LLC camp.

Signature of Participant

Date

¹ Failure to complete this form will prevent Participant from participating in any part of the activities, camps, or programs offered by All Attitude Athletics, LLC.

PERMISSION OF PARENT(S) OR LEGAL GUARDIAN(S)

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Parent" or "Guardian" and the minor participant "Participant" and All Attitude Athletics, LLC, it's member organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to as "All Attitude Athletics, LLC" or collectively as "Releasees".

In consideration for the privilege of participation of the Participant in All Attitude Athletics, LLC activities, Participant, Parent or Guardian acknowledge and agree as follows:

1. Participation in the activities of All Attitude Athletics, LLC camp that arises out of the foregoing wherein the Participant engages in motion work, dance, jumps, baskets, pyramids/mounts and stunts, and other such related activities (referred to herein as the "Activities"), requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant and Parent or Guardian believe the Participant is qualified to participate in Activities, and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

_____, _____ INITIAL HERE²

2. Participation in Activities exposes Participant to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular equipment conditions; and negligent maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASEES."** Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

_____, _____ INITIAL HERE

3. Assumption of the Risks. **I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation.

_____, _____ INITIAL HERE

4. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, each undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD**

² At least one parent or guardian must initial.

HARMLESS RELEASEES from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys' fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law, suffered by the Participant, Parent or Guardian or incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEYS' FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.**

_____, _____ INITIAL HERE

5. **Governing Law, Venue and Jurisdiction:** The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Hawaii law. In the event of a dispute, the exclusive venue and jurisdiction for resolution shall be a neutral third-party arbitrator or arbitration panel located in Honolulu County, and governed by the American Arbitration Association rules for arbitration.

_____, _____ INITIAL HERE

6. **Severability:** If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

_____, _____ INITIAL HERE

7. **Image Rights:** I grant All Attitude Athletics, LLC and its assigns, licensees and successors the right to use my child's image and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. I also waive the right to inspect or approve versions of any image used for publication or the written copy that may be used in connection with the images. In doing so, I release All Attitude Athletics, LLC, and its assigns, licensees and successors from any claims that may arise regarding the use of my child's image including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. All Attitude Athletics, LLC is permitted, although not obligated, to include my child's name as a credit in connection with the images.

_____, _____ INITIAL HERE

8. I agree that an Athletic Trainer may provide medical care to the Participant whenever necessary until other arrangements can be made and that All Attitude Athletics, LLC may render first aid, if necessary.

_____, _____ INITIAL HERE

THE UNDERSIGNED PARTICIPANT AND PARENT AND/OR GUARDIAN HEREBY CERTIFY THAT PARTICIPANT IS UNDER 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT.

By signing below, I represent and warrant that I have read and understand the contents of this entire liability form including: the (1) preamble, (2) minor's acknowledgement and consent, (3) permission of parent / legal guardian, and the following statement:

I UNDERSTAND THE NATURE OF THIS LIABILITY FORM IS OF A CONTRACTUAL NATURE, I AM OF SOUND BODY AND MIND AND POSSESS THE MENTAL AND PHYSICAL CAPACITY TO READ, UNDERSTAND, SIGN THIS FORM, I HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT THIS STATEMENT AND INDEPENDENTLY REVIEW IT WITH MY OWN LEGAL COUNSEL, AND I HEREBY EXECUTE THIS LIABILITY FORM UNDER MY OWN FREE WILL AND MY CONSENT IS HEREBY PROVIDED VOLUNTARILY.

Print Mother/Father/Legal Guardian's Name

Relationship to Participant

Signature of Mother/Father/Legal Guardian's Name

Date