CHEER NOVA SCOTIA
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 19 YEARS OF AGE AND OLDER)

WARNING! By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the sport of cheerleading and/or the programs, competitions, travel, activities and events organized, operated or conducted and/or sanctioned by Cheer Nova Scotia (collectively the "Events"), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. Cheer Nova Scotia and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Association") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of cheerleading and/or the Events, caused in any manner whatsoever including, but not limited to, the negligence of the Association.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of cheerleading and Events. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of cheerleading and Events. The risks, dangers and hazards include, but are not limited to, injuries from:
   a) Executing strenuous and demanding physical techniques;
   b) Dryland training including weights, running and massage;
   c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
   d) Exerting and/or stretching various muscle groups;
   e) Collisions with walls, any cheerleading apparatus, floors or mats;
   f) Falling, tumbling or hitting any cheerleading apparatus, the floor, mats, ceiling, stands, equipment or other surfaces;
   g) Physical contact with other participants (including spotters whose role is to enhance safety and learning);
   h) Failure to properly use any cheerleading apparatus;
   i) Failure to participate within one's abilities;
   j) The mechanical failure of any cheerleading apparatus;
   k) Spinal cord injuries which may render me permanently paralyzed; and/or
   l) Travel to and from competitive events and associated non-competitive events which are an integral part of the Association's activities.

4. Furthermore, I am aware:
   a) That injuries sustained can be severe and even fatal;
   b) That I may experience anxiety while challenging myself during the sport of cheerleading and the Events;
   c) That my risk of injury is reduced if I follow all rules established for participation; and
   d) That my risk of injury increases as I become fatigued.

Release of Liability and Disclaimer

5. In consideration of the Association allowing me to participate, I agree:
   a) That my physical condition has been verified by a medical doctor to participant in the sport of cheerleading and the Events;
   b) The sole responsibility of the Participant's safety remains with the Participant;
   c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safety continue;
   d) To ASSUME all risks arising out of, associated with or related to my participation;
   e) To WAIVE any and all claims that I may have now or in the future against the Association;
   f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Association; and
   g) To FOREVER RELEASE the Association from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of cheerleading, the events, activities or programs of the Association, and/or my traveling to or from the events, activities or programs of the Association, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Association.

I have read and agree to be bound by paragraphs 3 -5.

Acknowledgement

6. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (Please Print)	Signature of Participant	Participant's Date of Birth (MM/DD/YYYY)	Date

School or Gym Name

Location