



# Consent & Waiver Form

Participant's name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Parent or Legal Guardian: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ / \_\_\_\_\_ Cell Phone: \_\_\_\_\_ / \_\_\_\_\_

*\*\*Please circle the one that you would like to be used as an emergency contact number\*\**

Primary Email: \_\_\_\_\_

Secondary Email: \_\_\_\_\_

Insurance carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

**Note: If the Participant is under 18, a parent/guardian must sign below:**

I, \_\_\_\_\_, the undersigned, am the parent or guardian of the participant identified above and who is under eighteen years of age. I (i) carefully read this document, including the attached Informed Consent and Waiver Agreement, (ii) fully understand its contents, and (iii) sign it voluntarily on this page and the last page. I hereby give permission for my child/ward (the "**Participant**") to attend and participate in cheerleading training, instruction and events, as more fully described in the following pages (the "**Training**"), presented by **Victory Athletics, LLC**, doing business as **Victory! Cheerleading ("Victory")**, and its employees or agents. I hereby acknowledge that by attending and participating in the Training there is a possibility of physical illness, injury and/or even death, and I do fully hereby for myself and all others who might have a similar claim, waive, release and forever discharge any and all rights and claims for damages which may arise now or in the future against Victory, its managers, members, coaches, officers, or agents or agents (collectively, the "**Releasees**") for any and all damages which the Participant may sustain or suffer while attending and participating in the Training. I also hereby agree to indemnify and hold Releasees harmless from any liability arising out of claims that may arise from Participant's participation in the Training or arising out of claims made by the Participant against the Releasees.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Name of Participant (Print)

\_\_\_\_\_  
Name of Parent/Legal Guardian (Print)

Date: \_\_\_\_\_

How did you hear about us?: \_\_\_\_\_

C701882.1

\_\_\_\_\_ Client Initials



# Informed Consent and Waiver Agreement For A Program of Cheerleading Instruction and Events

## *Victory Athletics, LLC*

(hereinafter referred to as “Victory”)

### **1. PURPOSE AND EXPLANATION OF PROCEDURE**

I hereby consent to voluntarily engage in a program of cheerleading events and instruction (the “**Program**”). I also give consent to participate in activities that are recommended to me for improvement of my general health and well-being by employees or other representatives of Victory (the “**Staff**”) as such activities may relate to or enhance my participation in the Program. These activities may include basic nutrition education, stress management, or health activities.

I agree to follow Staff instructions and recommendations with regards to my participation in the Program for my own safety, health and well-being as well as, to maximize opportunities to actualize my cheerleading goals, but I also acknowledge and agree that I am ultimately responsible for my own safety, health and well-being while participating in Victory programs.

**I understand and agree that it is my responsibility to consult a physician** (i) before participating in the exercise program; (ii) to determine whether my blood pressure and heart rate should be evaluated periodically in order to regulate my exercise within desired cardiovascular limits; and (iii) about the impact on my exercise program if I am taking prescribed or over-the-counter medications/supplements or any other drugs or chemical substances.

**If I experience any physical symptoms or feelings that do not seem normal for me while I am participating in the Program, I understand that it is my responsibility to report such feelings or symptoms to Staff immediately.** I understand that in such instances or in instances where I report symptoms such as fatigue, shortness of breath, chest discomfort, dizziness, nausea, pain, undue soreness, or other unusual/uncomfortable symptoms occur, my participation may be terminated by Staff; also, I understand that it is my complete right to discontinue my participation in the Program whenever I so desire.

### **2. RISKS**

I understand that there exists the possibility during my participation in the Program of adverse changes occurring physically to me, **including, but not limited to**, the following: abnormal blood pressure, fainting, dizziness, physical injury, disorders of heart rhythm, disorders of blood sugar, and very rare instances of heart attack, stroke, or even death.

### **3. WAIVER; COVENANT NOT TO SUE**

I have freely chosen to participate in the Training and hereby acknowledge that my participation in the Training involves risk of physical injury and I assume all such risk. For and in consideration of Victory proceeding to provide to me the Training, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree, for myself and for my family, heirs, beneficiaries, administrators, executors, successors, and assigns, to hold Victory, its officers,

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\_\_\_\_\_ Client Initials



managers, members, officers, employees and agents harmless from and to indemnify them from any for any and all losses, damages, claims, and expenses arising from any and all injury or harm to me, to any other person, or to Victory's equipment or other property, which is caused by or which arises or may arise from or during the course of Victory providing to me the Training. I acknowledge and agree that Victory and its personnel have not provided, and are not qualified to provide, medical advice or treatment to me. I acknowledge and agree that by proceeding to participate in the Training without consulting with my physician or health care provider(s) may result in serious bodily injury to, or even death of, me. Victory will not be responsible if this occurs. I further covenant and agree that for the sole consideration stated above I will not sue Victory, any of its officers, managers, members, employees and agents for any claim for damages arising or growing out of my voluntary participation in the Training. This agreement shall remain in effect for as long as I am a participant in athletic programs or recreational activities offered by Victory.

#### **4. GOVERNING LAW**

This agreement shall be interpreted, construed and enforced in accordance with the laws of the state of North Carolina.

#### **5. INQUIRIES AND FREEDOM OF CONSENT**

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY OR THAT IT HAS BEEN READ TO ME IF I HAVE BEEN UNABLE TO READ IT.

**I have been given an opportunity to ask any questions I might have related to the program of exercise which I have chosen to participate. All of my questions have been answered to my satisfaction prior to signing this consent. I understand that I should not sign this consent if I feel that my questions have not been completely and satisfactorily answered.**

#### **6. VICTORY'S RIGHT TO DISCONTINUE PROGRAMS**

**At all times, Victory reserves the absolute right to terminate or suspend any client's participation in the Training.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Guardian

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\_\_\_\_\_ Client Initials