

PLEASE READ CAREFULLY

School: _____

RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____, participant, or parent/legal guardian of _____, a minor child participant, on my own behalf and/or on my child's behalf, hereby enter this **RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** (the "Release") with El Monte Union School District, Arroyo High School, its parents, subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees and agents, NRG Dance & Cheer Productions, NRG officers, directors, partners, and employees (collectively, the "Released Parties"), in connection with my and/or my child's participation in the Southwest Classic Cheerleading competitions to be held on January 14, 2012 at Arroyo High School in El Monte, California (the "Event").

I recognize that my and/or my child's attendance at, practice for or participation in the **Event may be a DANGEROUS or HAZARDOUS ACTIVITY**, which involves known and unknown risks of serious personal injury, including death, and damage to or loss of property. I have voluntarily registered myself and/or my child to participate in the Event, despite the known and unknown risks of serious personal injury, death and damage to or loss of real or personal property presented by my and/or my child's attendance at, preparation for or participation in the Event.

I understand that this Release is a general release barring me and/or my child, and my or my child's representatives, executors, heirs, next of kin, successors, beneficiaries and assigns from bringing any claim against the Released Parties for personal injury, including death, and/or damage to or loss of real or personal property, if such a claim in any way relates to my or my child's attendance at, preparation for or participation in the Event.

I know my or my child's capabilities and limitations and I or my child will not attempt to exceed those capabilities in attending, practicing for or participating in the Event.

THEREFORE, in consideration of me or my child being permitted to attend, prepare for and participate in the Event, I expressly and freely agree:

1. To **ASSUME ALL RISK** of serious personal injury, including death, and/or damage to or loss of real or personal property arising from or in anyway connected with my or my child's attendance at, preparation for or participation in the Event.
2. To inspect the area used for preparing for or participating in the Event prior to my or my child preparing for or participating in any way in the Event.
3. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I or my child now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my or my child's attendance at, preparation for, participation in the Event or any related event, including but not limited to, any claims or damages for personal injuries, including death, and/or damage to or loss of real or personal property, whether caused in whole or in part by the **NEGLIGENCE** and/or **FAULT** of the Released Parties or any entity of person(s) hired to perform any function with respect to the Event.
4. To **INDEMNIFY, DEFEND and HOLD HARMLESS** the Released Parties, from any and all claims, loss, demands, damages, costs, expenses (including attorneys' fees), lawsuits, causes of action and judgments for personal injuries, including death, and damage to or loss of real or personal property, whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my or my child's attendance at, preparation for, participation in the Event or any related event, whether caused in whole or in part by the **NEGLIGENCE** and/or **FAULT** of the Released Parties or any entity or person(s) hired to perform any function with respect to the Event.
5. That I hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from my or my child's attendance at, preparing for or participation in the Event.

6. That I am or my child is in good health and there are no physical conditions that would prevent me or my child from attending, preparing for or participating in the Event.
7. That this Release shall be interpreted in accordance with the laws of the State of California and any dispute regarding the enforceability of this Release shall be filed in the courts of the State of California, and shall not be transferred to any other state.
8. That I irrevocably consent to the unrestricted worldwide use of my or my child's name, voice and/or likeness by RELEASED PARTIES in connection with any advertising or promotional activities related directly or indirectly to the EVENT. I further agree that any photographs, pictures, slides, film, audio recording, videotapes and/or movies (collectively the "Results") taken or made by RELEASED PARTIES in which I appear, or any reproduction of the same, may be used in any manner or media whatsoever by RELEASED PARTIES or any person authorized by RELEASED PARTIES. RELEASED PARTIES shall be the owner of the Results.
9. That this Release contains the entire, integrated agreement and understanding between Released Parties and me and/or my child and that no party is relying on any representation, statement, or understanding except as set for herein.
10. That this Release is intended to be broad and inclusive as permitted by law, and that if any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the valid provision.
11. This Release is not intended to release the Released Parties from any conditions or activities that, as a matter of law, cannot be avoided, waived or released and no provision of the Release should be interpreted as such.
12. That this Release may not be amended or otherwise changed except by a writing signed by all parties hereto.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE FOREGOING RELEASE. I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS BY VOLUNTARILY SIGNING THIS DOCUMENT.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____

Address of Participant: _____

Witness: _____ Date: _____

IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT/LEGAL GUARDIAN IS REQUIRED BELOW:

Printed Name: _____

Signature: _____ Date: _____

Address: _____

Witness: _____ Date: _____