

## Waiver and Release of Liability Assumption of Risk and Indemnifying Agreement

In consideration of the consent and permission granted to me by Schulte Enterprises, LLC doing business as Steel City Allstars Tumble and Cheer Gym ("SCA") to use certain premises of SCA (the "gym") for cheerleading, tumbling, physical exercise, spring floors, trampoline and other physical development equipment (the "equipment") owned or provided by SCA or by others, participate in practice, competitions, exhibitions, trips ("events") participant and/or participant's parent(s)/guardian(s) hereby voluntarily and knowingly enter into this waiver, release, assumption of risk and indemnity, with the intention of being legally bound hereby.

Participant and/or participant's parent(s)/guardian(s) hereby waive, release and discharge for participant, their heirs, executors, administrators, legal representatives, successors and assigns, any and all rights and claims which participant and/or participant's parent(s)/guardian(s) has (have) or may at anytime have against SCA, its affiliates, successors and assigns, and the directors, officers, employees, agents and representatives thereof (collectively the "released parties"), including all claims and actions for injuries mental or physical ("injuries"), death, which arises directly or indirectly from participant's participation in or association with cheerleading, tumbling or physical exercise in the gym or at events.

By signing this waiver and release of liability, participant and/or participant's parent(s)/guardian(s) accept such equipment as being safe and reasonably suited for its intended use. Participant and/or participant's parent(s)/guardian(s) assume all risk involved in the use of the gym, equipment or at events.

Participant and/or participant's parent(s)/guardian(s) agree that the released parties may not be held liable in any way for any occurrences in connection with use of the the gym, equipment and/or at the events which may result in injuries, death or other damages to participant and tat participant and/or participant's parent(s)/guardian(s) will not sue, attach the property or prosecute the released parties for injury or damage resulting from the negligence, including but not limited to the negligent upkeep, control and maintenance of the gym or equipment, or other acts, however caused, by released parties or any other person or resulting from participant's involvement in cheerleading activities or exercise or use of the gym and/or equipment. Participant and/or participant's parent(s)/guardian(s) further covenant and agree to indemnify, defend and hold the released parties harmless from all claims, actions, costs and expenses (including reasonable attorneys' fees) related to the foregoing.

By signing below, the participant and/or participant's parent(s)/guardian(s) acknowledge that they have read the above waiver, release and assumption of risk and indemnity and understand the contents therein.

Name: (Print) \_\_\_\_\_  
(Participant)

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

Signature: \_\_\_\_\_  
(Parent or Guardian)

Name: (Print) \_\_\_\_\_  
(Parent or Guardian)