READ BEFORE SIGNING

MINOR'S ACKNOWLEDGEMENT OF RISKS AND RESPONSIBILITIES

I wish to participate in the programme, related events and activities of the KINGSTON ELITE ALL-STAR CHEERLEADING INC.

I UNDERSTAND AND AGREE WITH THE FOLLOWING STATEMENTS:

- 1. The activities involved in this programme are dangerous. I risk the chance of serious injury or death through my participation.
- 2. My parents and I believe that I am physically, emotionally and mentally able to fully participate in this programme and as such have given their unqualified permission for me to take part.
- 3. I am familiar with, and will follow, all the applicable rules for participation in this programme.
- 4. My equipment is mechanically fit and suitable for my use in this programme.
- 5. I understand that at all times during my participation in this programme, I have sole responsibility for my safety.
- 6. If, during the course of my participation in this programme:
 - (a) I learn or become aware, of a change in my health, physical, emotional or mental condition, or
 - (b) I feel unsafe or threatened for any reason, or
 - (c) I notice anything unsafe about the programme,

I WILL IMMEDIATELY STOP PARTICIPATING and INFORM THE NEAREST OFFICIAL.

- 7. I am willing to accept all risk of being hurt or killed in this programme, both known and unknown, and to take full responsibility for my actions and behaviour.
- 8. I HAVE READ THIS STATEMENT OF RISKS AND RESPONSIBILITIES I UNDERSTAND AND AGREE WITH WHAT I HAVE READ AND I CHOOSE TO SIGN IT.

| PARTICIPANT'S SIGNATURE | Date Signed |
|--------------------------------|---|
| PRINT NAME IN FULL | |
| SIGNATURE OF WITNESS FOR MINOR | R PARTICIPANT - print name of participant |

<u>READ BEFORE SIGNING</u>

WARRANTY AND CONSENT OF PARENT/GUARDIAN

ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

IN CONSIDERATION of allowing my minor child/ward to participate in the programme, related events and activities of the **KINGSTON ELITE ALL-STAR CHEERLEADING INC.**

I WARRANT TO YOU THAT:

- 1. I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward, and
- 2. I am familiar with the risk of serious injury and death which any participant in this programme must assume, and
- 3. I believe that my minor child/ward is physically, emotionally and mentally able to participate in this programme, <u>and</u> that his/her equipment is mechanically fit for his/ her use in this programme, and
- 4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed <u>and</u> that at all times the sole responsibility for personal safety remains with my minor child/ward, and
- 5. I will immediately remove my minor child/ward from participation, <u>and</u> notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition <u>or</u> if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the programme.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

- 1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this programme by my minor child/ward even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the programme organizer and any persons associated therewith or participating therein, and
- 2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the programme organizer and all persons and organizations associated with it and the programme including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the programme, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
- 3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the programme, and
- 4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD'S/WARD'S PARTICIPATION IN THIS PROGRAMME.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I AND/ OR MY MINOR CHILD/WARD WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

SIGNATURE OF PARENT/GUARDIAN

SIGNATURE OF WITNESS

DATE

AGE OF MINOR