

Private Lesson Waiver and Info for Idol Athletics LLC

Please make sure that we have all of your correct information on file.

In consideration of the services of Idol Athletics, LLC, its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, discharge, and hold harmless Idol Athletics LLC. on behalf of myself, my minor children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activities that I or [ATHLETE'S NAME] _____ (hereinafter referred to as the "Minor") engage in while on the premises or under the auspices of Idol Athletics LLC. pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to the Minor, to me, to property, or to third parties. The following describes some, but not all, of those risks: Cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. When traveling to and from shows, competitions and exhibitions raise the possibilities of any manner of transportation accidents. In any event, if you and/or the Minor are injured, medical assistance may be required which you must pay for yourself.
2. In consideration for my child being permitted to participate in IDOL ATHLETICS camps, classes, and related events and activities, the undersigned acknowledges and agrees that: as the natural parent and/or as the legally authorized guardian, do hereby for myself, my spouse, my child, and on behalf of my/our heirs, personal representatives, and assigns, agree not to sue and hereby release, waive, discharge, hold harmless and indemnify and forever defend IDOL ATHLETICS, JOLU INC, any instructor or employee of IDOL ATHLETICS, as well as any landlord or leaseholder of any training facility in which training is conducted, individually and collectively, it's claims, actions, suits, procedures, demands, rights, and causes of action of whatever nature, in law and equity, fore any and all known or unknown, foreseen or unforeseen, bodily or personal injuries, death and permanent injury, illnesses, damages to property, or other losses, and any consequences thereof, including expenses, costs, and attorney's fees, as may be sustained by my child or me arising out of or in any way associated with my child's participation in IDOL ATHLETICS, or travel incident thereto, whether by negligence or not to the fullest extent permitted by law.
3. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with Idol Athletics LLC. related activities, regardless of the age of the Minor and/or whether or not the Minor is presumed to be able to assume those risks, including but not limited to performance of stunts and use of trampolines. My participation and that of the Minor is purely voluntary. No one has forced or coerced the Minor or me to participate. I elect for the Minor and/or myself to participate in such activities in spite of the risks
4. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Idol Athletics LLC. from any and all liability claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the Minor's and/or my participation in Idol Athletics LLC. related activities.
5. Should Idol Athletics LLC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse it for such fees and costs.
6. In the event that I and/or the Minor file a lawsuit against Idol Athletics such suit shall be brought in the State of North Carolina, and the substantive and procedural laws in that jurisdiction shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect. This agreement shall be deemed to have been jointly drafted by the parties for all purposes involving its

construction and enforcement.

7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of the Minor in this activity, I and/or the Minor may be found by court of law to have waived the right to maintain a lawsuit against Idol Athletics LLC. on the basis of any claim from which I have released Idol Athletics LLC. either personally and/or as the parent, natural guardian and/or legal guardian of the Minor by signing this Agreement.

8. I hereby give Idol Athletics and its affiliates the unrestricted right and permission to copyright and re-use, publish, and republish photographic portraits and pictures of the Minor and/or myself of pictures in which the Minor and/or myself may be included, in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including but not limited to illustration, art, promotion, or advertising.

9. In case of an emergency, I grant permission to Idol Athletics LLC. and its personnel, to have authority, at my expense, in the event I cannot be reached, to utilize the most convenient volunteer rescue squad vehicle or ambulance to transport the Minor and/or myself to the hospital and if necessary, I authorize medical treatment. I verify that the Minor and/or myself have passed a medical examination within the last twelve months and are capable of participating in cheerleading, gymnastics, dance and related activities.

10. All monies paid to Idol Athletics in any capacity are NON-REFUNDABLE, NON-TRANSFERRABLE, and UNASSIGNABLE regardless of reason. I agree that any attempt by Idol Athletics LLC. to collect monies not paid by myself resulting in a collection agency, attorney, or court involvement, I will be responsible for the payment of all collection fees, court costs and attorneys' fees incurred by Idol Athletics LLC. and/or myself. I understand that late fees and/or penalties may be applied to all past due payments and/or returned checks.

11. I acknowledge that Idol Athletics LLC. has the right to either suspend or dismiss any participant/customer for any offence, by participant or family member, which we deem detrimental to the entire Idol Athletics LLC. organization.

I have had sufficient opportunity to read this entire document. I have been given the opportunity to consult an attorney for any reason regarding this document or in the event I did not understand any provision of this document. By signing below, I have read the document and understand it and I agree to be bound by its terms.

Parent/Guardian Signature:_____Print Name:_____

Date:_____ (Signature Required Here)

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minor's name) ("Minor") being permitted by Idol Athletics LLC. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold Idol Athletics LLC. harmless from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature:_____Print Name:_____

Date:_____

INFORMATION

<u>STUDENT NAME:</u>	<u>DATE OF BIRTH:</u>	<u>AGE:</u>
<u>HOME ADDRESS:</u>	<u>CITY:</u>	<u>ZIP:</u>
<u>EMAIL:</u>	<u>STUDENT SEX:</u>	
<u>MOTHER'S NAME:</u>	<u>CELL:</u>	
<u>FATHER'S NAME:</u>	<u>CELL:</u>	
<u>EMERGENCY CONTACT:</u>	<u>CELL:</u>	
<u>MEDICAL CONDITIONS/ALLERGIES:</u>		

The section below to be completed by athlete and parent/guardian:

Explain "Yes" answers below.

1. Have you had a medical illness or injury since your last check up/sports physical?
2. Have you ever had a head injury or concussion?
3. Do you have any allergies?
4. Are you currently taking any medications, including inhalants? If yes, what?
5. Do you cough, wheeze, or have trouble breathing during or after activity?
6. Do you have an ongoing or chronic illness?
7. Are you currently diagnosed with any condition(s) that would affect your sport?

Explain "Yes" answers

here:

We hereby state that, to the best of our knowledge, our answers to the above questions are complete and correct.

Signature of Athlete:

Signature of parent/guardian:

Date: _____