

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter this “Release Agreement”)

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial of Parent / guardian or
Participant if age 19 or older

Participant Information	Last	First	Middle Initial
Address	Street		
	City	Prov/State	Postal/Zip Code
Date of Birth	Year Month Day	Age	

FOR ALL FREEZE ATHLETICS LTD PRACTICES, EVENTS, TRIPS AND PRODUCTS OCCURING DURING THE PERIOD BEGINNING SEPTEMBER 1st, 2019 AND ENDING AUGUST 31ST, 2020 HOWEVER THE OBLIGATIONS IN THIS RELEASE AGREEMENT WILL SURVIVE THIS PERIOD

TO

Freeze Athletics Ltd, Keri Lewis, Alyssa Bradford, and their coaches, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with Freeze Athletics Ltd, including without limitation, the BC Cheerleading Association, and the Kamloops Cheerleading Society (all of whom are hereinafter collectively referred to as “THE RELEASEES”).

CHEERLEADING AND TUMBLING

In this Release Agreement, the term “Cheerleading and Tumbling” shall include all regular practices, activities, events, services or use of facilities provided, arranged, organized or conducted by the Releasees including but not limited to: Tumbling; stunting; lifting; tosses; pyramids; jumping; stretching; Birthday Parties; Trial classes; competitions; demonstrations and events; orientation and instructional courses and sessions use of and all other related activities events or services, transportation, accommodation, food & beverage, water supply, professional advice and first aid services.

ASSUMPTION OF RISKS

Injuries are a common and expected part of Cheerleading and Tumbling. Cheerleading and Tumbling may result in personal injury (including but not limited to: injury to bones, joints, ligaments, muscles, tendons, internal organs, and other aspects of the skeletal system and potential impairment to other aspects of the body, and in rare occurrences, death, complete or partial paralysis or brain damage) and property damage or loss. These injuries may result from such risks which include but are not limited to falls, improper landings, collisions with other athletes, equipment failure, loss of balance, improper execution of skills, difficulty or inability to control one’s speed or direction, improper catching, and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CHEERLEADING AND TUMBLING.**

SAFETY

I have been advised to warm up thoroughly and entirely as well as stretch before participating in any Cheerleading or Tumbling activities whatsoever and have been advised to only do so under the supervision and guidance of a certified coach who are trained in proper progressions and safety protocol. I have also been advised not to participate in any Cheerleading or Tumbling I do not understand enough to be able to perform safely. I agree to abide by the Releasees’ rules and regulations at all times while participating in Cheerleading and Tumbling.

INFORMED CONSENT TO INSTRUCTION

I voluntarily consent to the Releasee providing coaching and instructional services, within the scope of the Cheerleading and Tumbling activities, which may include without limitation, assessments, examination of technique, physical interaction, and critical verbal and written feedback. I consent to the physical interaction by the Releasees’ coaches to the extent necessary to perform coaching and instructional services for Cheerleading and Tumbling.

COMPETITIONS

I acknowledge that the risks, dangers and hazards of Cheerleading and Tumbling are increased during competitions and demonstrations, due to the competitive nature of the activity and the fact that the setting and performance surface will be unfamiliar. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death property damage or loss resulting therefrom.

MEDIA RELEASE

I consent to the use of my name, portrait, picture or photograph, or presence in a video, as part of any of the Releasees’ undertakings. I understand that - my name or image may be published or otherwise used at any time and on any medium (including, electronic, print, and other media). I agree that I shall have no claim against the Releasees or against anyone accessing media on which my name or image appears.

Initial of Parent / Guardian or Participant if age 19 or older

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CHEERLEADING AND TUMBLING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in Cheerleading and Tumbling with the Releasees and my use of the Releasees’s services, equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Cheerleading and Tumbling, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CHEERLEADING AND TUMBLING
REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Cheerleading and Tumbling;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Witness Signature	Participants Printed Name
Witness Printed Name	Parent’s Printed Name
Date (dd/mm/yyyy)	Signature of Participant or Parent / Guardian if participant is under age 19
Parent email	Parent phone number