



**TKO CHEER PARTICIPANT AGREEMENT/RELEASE**  
**FOR BIRTHDAY PARTY/FACILITY USE**

**PARTICIPANT NAME:** \_\_\_\_\_

**Please initial that you have read each statement below:**

- \_\_\_\_\_ 1. I give my approval for the above named student's participation in any and all activities of the TKO CHEER program and I am entering into such programs of my own free will.
- \_\_\_\_\_ 2. As a parent or guardian of the above named student, it is my option to consult a physician for assurance of proper health. TKO CHEER encourages each parent/student to complete a physical examination prior to participation in this activity.
- \_\_\_\_\_ 3. I authorize the representatives of TKO CHEER to provide any emergency medical services that may be required due to an injury during any activity at or for TKO CHEER.
- \_\_\_\_\_ 4. I understand and acknowledge that the activity my child is about to engage in poses known risks and unanticipated risks which **could** result in injury, paralysis, emotional distress, or damage to property, or to third parties. The wearing of ear-rings/body piercing accessories is included in such risks. The above statement describes some, but not all of the risks. Cheerleading, tumbling, and dance entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading, tumbling, and dance students would NOT improve their skills, and the enjoyment of the sport would be diminished. Traveling to and from shows, competitions, and exhibitions raise the possibility of transportation accidents.
- \_\_\_\_\_ 5. I certify that my child has health, accident, and liability insurance to cover any bodily injury or property damage that may be caused or suffered while anticipating in this event or activity, **or** I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume the risks of any medical or physical condition that my child may have or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
- \_\_\_\_\_ 6. TKO CHEER assumes no responsibility whatsoever, for anything that happens before or after the student's designated class, camp, clinic, birthday party, open gym, or sleep over.
- \_\_\_\_\_ 7. I hereby forever waive, and forever release and discharge, TKO CHEER, their officers, directors, and employees from all liability for any and all damages and injuries suffered by the participation in connection with said use of the aforementioned equipment, instructors, and facilities.
- \_\_\_\_\_ 8. In the event that I file a lawsuit against TKO CHEER, I agree to do so in the state of Georgia, and further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of the state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- \_\_\_\_\_ 9. I hereby give my consent to allow photographs, audio recordings, and/or video recording taken of my child by TKO CHEER, staff or designee. I understand that these may be used by the gym for educational, instructional, or promotional purposes.
- \_\_\_\_\_ 10. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TKO CHEER on the basis of any claim from which I have released them herein.

**I have had sufficient opportunity to read this entire document. I have read and fully understand it and I agree to be bound by the terms of this document.**

Print Parent/Guardian Name: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Group Number: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Insured Name: \_\_\_\_\_

**PLEASE ATTACH A COPY OF YOUR INSURANCE CARD**