BROTHER MARTIN HIGH SCHOOL
2020-2021 SCHOOL YEAR
ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY
CHEERLEADING

DATE: _____

STUDENT NAME: _____ STUDENT NUMBER: _____

RELATIONSHIP TO YOU: _____ PHONE NUMBER: _____

ADDRESS OF STUDENT: _____

FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE FROM LIABILITY.

In consideration for my participation in Brother Martin High School's Cheerleading Program for the term of March 1, 2019 to March 31, 2020, I agree to the following terms for myself, or my child:

1. ASSUMPTION OF THE RISK: The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in Brother Martin High School's Cheerleading Program, or his or her child's voluntary participation in Brother Martin High School's Cheerleading Program, **including, but not limited to**, all on or off campus performances, competitions, pep rallies, games, camps, practices, activities, all school provided transportation, the risk involved with the activity itself, the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises or the unavailability of emergency care, those risk factors involved with the Cheerleading Program. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of Brother Martin High School.

2. RELEASE: The undersigned releases Brother Martin High School and all of its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in my voluntary participation in Brother Martin High School's Cheerleading Program or my child's voluntary participation in Brother Martin High School's Cheerleading Program, **including, but not limited to**, the use of cardiovascular and/or weight equipment, group fitness, physical sports, weight and cardiovascular training, and any other programs and services available at Brother Martin High School and/or activities occurring on or off campus, including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.

3. WAIVER: The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.

4. INDEMNITY AND DEFEND: The undersigned agrees to indemnify and defend Brother Martin High School and all of its parent companies/entities, subsidiary companies/entities, affiliate

companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned, the undersigned's child, or anyone else.

5. REPRESENTATIVES: The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

6. INSURANCE: The undersigned understands that Brother Martin High School does not carry insurance to cover any possible losses the undersigned and/or the undersigned's child may incur as a result of his or her voluntary participation in Brother Martin High School's Cheerleading Program or his or her child's voluntary participation in Brother Martin High School's Cheerleading Program. The undersigned, or the undersigned's child, is encouraged to have a medical physical exam and purchase health insurance prior to any and all participation.

7. MEDICAL CARE: I understand and agree that Brother Martin high School may not be able to provide medical personnel at all times. I hereby give my consent to have an athletic trainer, a fellow participant and/or student, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me (or my child) with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify Brother Martin High School from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon Brother Martin High School because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the released parties.

8. The protections provided by this Assumption of Risk, Waiver, and Release from liability only enhance those protections already provided by the laws of Louisiana.

9. SEVERABILITY: If any provision of this Contract is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Contract.

10. ACKNOWLEDGEMENT. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION IN BROTHER MARTIN HIGH SCHOOL'S CHEEERLEADING PROGRAM OR HIS OR HER CHILD'S PARTICIPATION IN BROTHER MARTIN HIGH SCHOOL'S CHEERLEADING PROGRAM IS VOLUNTARY.

PRINTED NAME: _____

SIGNATURE: _____ DATE:_____

PRINTED NAME OF STUDENT IF SIGNED BY PARENT/GUARDIAN: _____