



RELEASE OF LIABILITY

Athlete Name: _____

Address: _____

Phone and Email: _____

TERMS AND CONDITIONS

In consideration of your participation in the cheerleading camp, choreography camp, and/or tumbling camp (hereinafter collectively referred to as the event) conducted by Xperience Chicago, LLC (hereinafter referred to as Xperience), you hereby acknowledge that the terms and conditions set forth herein have been read and understood by you, and that you agree to the terms and conditions set forth herein.

RELEASE OF LIABILITY: I agree, on behalf of myself and my heirs and successors, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature associated with all risks that are inherent to my participation in the event or other activities conducted in conjunction therewith, which risks may include, among other things, exposure to Naegleria

Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones, whether such risks are open and obvious or otherwise. Further, on behalf of myself and my heirs and successors, I hereby release, agree not to sue, and forever discharge Xperience, and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns, of and from any and all claims for liability, injuries, damages, costs or expenses arising in any manner out of or in anyways connected with my participation in the event.

INDEMNITY/INSURANCE: I agree to indemnify and hold Xperience, the event host(s), the owner(s) of the venue or property where the event occurs, and each of their respective parent, subsidiary and other affiliated or related companies, all event sponsors and charities having a presence at the event and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (hereinafter referred to as the released parties) harmless from and against any and all claims for liability, injuries, damages, costs or expenses arising in any manner out of or in anyways connected with my participation in the event, including but not limited to all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any claims for liability, injuries, damages, costs or expenses based on the negligence, action or inaction of any of the released parties and covers bodily injury, including death, property damage

and loss by theft or otherwise, whether suffered by me either before, during or after participation in the event I agree that I am not relying on the released parties to have arranged for, or to carry, any insurance of any kind for my benefit or that of my participation in the activities and the event and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the event at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the event and I have not been advised otherwise. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the event I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for myself, at my cost, if the need arises; however, I acknowledge that the released parties will have no duty, obligation, or liability arising out of the provision of, or failure to provide, medical treatment.

PUBLICITY RIGHTS: By participation in the event, I grant the released parties the right to photograph, record, and or videotape me and to display, edit, use and or otherwise exploit my name, face, likeness, voice and appearance in all media and in all forms without limitation and in perpetuity, including for purposes of advertising, publicity or promotion. I further agree and acknowledge that said use will not result in any compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the released parties for any claims associated with such grant and right to use.

THIRD PARTY ACCOMMODATIONS: For any and all events where lodging is a potential offering as part of the event package, should you choose lodging through Xperience, Xperience's involvement in the providing of said lodging is merely as a broker and not an actual provider of lodging and therefore, liability is limited as any lodging is provided through an independent third party and not Xperience. As such, Xperience is not liable to any person claiming any injury, damage, loss, accident, delay or irregularity which may be caused by any third-party provider of lodging. Furthermore, Xperience is not liable to any person claiming injury, damage, loss or irregularity as a result of any act of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealth conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Xperience. There are no refunds for your portions of unused services unless agreed to prior to any scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part and the part of any companions that participate in the third-party lodging with you. Upon receipt of payment of any deposit or final payment, consent shall be deemed to the contents herein by each individual staying in the third-party lodging with you.

GOVERNING LAW: This agreement shall be governed by the law of Illinois and any legal action relating to or arising out of this agreement will be commenced exclusively in the Circuit Court of Cook County First District. Furthermore, I hereby waive the right to trial by jury.

SUPERVISION: I hereby acknowledge that Xperience, the event host(s), and the owner(s) of the venue or property where the event occurs are not responsible for supervising me.

MEDICAL RELEASE: I hereby authorize Xperience, the event host(s), and the owner(s) of the venue or property where the event occurs to procure at my expense any medical care reasonably required by me during my visit at hospitals or facilities chosen by Xperience, the event host(s), or the owner(s) of the venue or property where the event occurs. I have listed below any medication that I am currently taking. I will ensure that I bring the medication with me to the event and that I am responsible for taking the medication pursuant to my treating physician's orders. I have also listed below any medications I am allergic to.

By signing below, I hereby certify under penalty of perjury and, pursuant to Section 1-109 of the code of Civil Procedure, certify that the statements set forth in this instrument are true and correct and agreed to by me. Furthermore, I certify that I fully and completely read and understood the terms set forth herein, that I am of eighteen years of age or older, and I consent and agree to all of the foregoing on behalf of myself identified above.

Medications I am taking (if any): _____

Medications I am allergic to (if any): _____

Insurance Company: _____ Policy Number: _____

Parent/ Legal Guardian Name

Date

Parent/ Legal Guardian Signature

EMERGENCY CONTACT

Name: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____