

Waiver of Liability and Media Release

In exchange for participating in the Activity, I, the signed up Participant, hereby agree as follows:

1. **ACTIVITY DEFINED.** I am agreeing to this Activity Waiver and Release (the "Agreement") in regards to the following event or activity (the "Activity"): Cheerleading and tumbling classes. The Activity includes all activities or events provided, organized, or sponsored by the Activity Provider in any way related to the Activity, including, but not limited to, any travel, transport, or accommodations to or from the Activity location(s) provided by the Activity Provider.

a. Location(s): 2490 Gabel Rd, Billings MT, 59102

2. **WAIVER AND RELEASE.** I HEREBY ASSUME ALL RISKS OF MY PARTICIPATION IN THE ACTIVITY and waive all claims and forever release Montana Performance Gym, LLC., located at 2490 Gabel Rd, Billings, Montana 59102, including its officers, employees, successors, assigns, partners, agents, heirs, representatives, and volunteers ("Activity Provider"), as applicable, in their individual or corporate capacities, of all claims, liabilities, agreements, and causes of action of any nature due to any injury, loss, or damage to person or property, including but not limited to serious or permanent physical injury, psychological injury, illness, death, and economic or emotional damages, that may arise out of my participation in the Activity, notwithstanding that such injury, loss, or damage may be due to Activity Provider's negligence. However, this waiver and release will not apply to Activity Provider's negligent violation of the law.

3. **INDEMNIFICATION.** I agree to indemnify, defend, and hold harmless Activity Provider against all claims, liabilities, damages, judgments, expenses, and causes of action of any nature, including attorney's fees and related costs, arising out of or related to my participation in the Activity, whether or not such causes of action may be due to Activity Provider's negligence.

4. **PHYSICAL AND MENTAL FITNESS.** I do not have any physical or mental limitations or disabilities that may limit or prevent me from safely participating in the Activity. I agree that I will not participate in the Activity under the influence of any drugs that could impair my physical or mental abilities. Activity Provider may require that I obtain an evaluation and clearance from a certified physician or healthcare provider certifying my ability to participate.

5. **GENERAL TERMS.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, representatives, executors, successors, and assigns. The terms of this Agreement are severable. This means that if any term of this Agreement is held to be invalid or unenforceable, then the remaining terms will continue to remain valid and enforceable. This Agreement represents the entire agreement between the parties and supersedes any and all prior oral or written agreements. This Agreement may not be modified except by the written consent of both parties. This Agreement will be

governed and construed according to Montana law and will be broadly construed to release Activity Provider from liability to the maximum extent permitted by the applicable law.

6. ACKNOWLEDGEMENTS

- a. I understand that I may not participate in the Activity unless I acknowledge this Agreement.
- b. I AGREE THAT I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I UNDERSTAND THAT THE ACTIVITY INVOLVES CERTAIN INHERENT RISKS, INCLUDING THE RISK OF PHYSICAL INJURY AND PROPERTY DAMAGE, AND THAT BY SIGNING THIS AGREEMENT I AM ASSUMING FULL RESPONSIBILITY FOR THESE RISKS AND FOREVER GIVE UP MY LEGAL RIGHT TO SUE OR OTHERWISE CLAIM AGAINST ACTIVITY PROVIDER FOR ANY INJURY, PROPERTY DAMAGE, OR OTHER LOSS THAT I MAY SUSTAIN DUE TO MY PARTICIPATION IN THE ACTIVITY WHETHER OR NOT DUE TO ACTIVITY PROVIDER'S NEGLIGENCE.
- c. I agree to comply with all written and oral rules and instructions provided by Activity Provider regarding my participation in the Activity. I have been advised and instructed on the use of any protective equipment needed for the Activity.
- d. I agree that Activity Provider may make photo, audio, video, and other media recordings of my participation in the Activity, and Activity Provider will be the sole owner of all such media, which may be used for all lawful marketing or business purposes.
- e. I agree to pay all costs of any medical care or treatment that I may require as a result of my participation in the Activity. I understand that I am responsible for obtaining my own health insurance. I further agree to pay for any damages I cause to person or property due to my participation in the Activity as a result of my intentional, negligent, or reckless act or omission.
- f. I am agreeing to this Agreement voluntarily and free of duress with the intention of binding my spouse, heirs, executors, legal representatives, and assigns, if any.
- g. I have fully read and understood this Agreement, and I have been encouraged and had an opportunity to seek independent legal advice concerning this Agreement prior to acknowledging agreement.

Signature of athlete's guardian: _____

Athlete's name: _____

Date: _____