

**NEBRASKA STATE CHEER & DANCE CHAMPIONSHIP**

**Heartland Event Center, Grand Island, NE**

**February 17 & 18, 2012**

**IN ORDER FOR A PARTICIPANT TO COMPETE, A COPY OF THIS FORM MUST BE COMPLETED BY EACH PARTICIPANT AND RETURNED TO THE NCA OFFICE ALONG WITH THE REGISTRATION FORM BY MONDAY, JANUARY 9, 2011**

**LIABILITY RELEASE AND WAIVER FORM**

Minor's Name \_\_\_\_\_

Name of Parent or Legal Guardian \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

School \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Division \_\_\_\_\_

Daytime Phone Number (\_\_\_\_) \_\_\_\_\_ Evening Phone Number (\_\_\_\_) \_\_\_\_\_

Event Location \_\_\_\_\_ Event Date \_\_\_\_\_ Cheer [ ] Dance [ ]

**Liability Release:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I \_\_\_\_\_, as parent or legal guardian of \_\_\_\_\_, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to participate in the above Event to be conducted by Varsity Spirit Corporation ("Varsity Spirit") d/b/a Universal Cheerleaders Association ("UCA"), d/b/a Universal Dance Association ("UDA"), NSG Corporation ("NSG") d/b/a/ National Cheerleaders Association ("NCHA") and d/b/a National Dance Alliance ("NDA"), Nebraska State Interscholastic Athletic Administrators Association (NSIAAA) and the Nebraska Coaches Association (NCA). I, in my own behalf and on behalf of Minor, further agree to release and to hold harmless Varsity Spirit, NSG, The Heartland Event Center, on whose premises the Event will occur (hereinafter the "Location"), the affiliates of Varsity Spirit, NSG, and the Location, American Association of Cheerleading Coaches and Administrators, Inc., a not for profit corporation ("AACCA") and the respective directors, officers, representatives, members, agents and employees of Varsity Spirit, NSG and their respective affiliates, NSIAAA, and the NCA (hereinafter collectively "Releasees"), from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that Minor may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the site for the Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

I, in my own behalf and on behalf of Minor, hereby acknowledge the Releasees did not create and are not responsible for the choreography or execution of the competition routines (including stunts) performed at the Event and that none of the Releasees shall bear any responsibility for such.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Liability Release constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

**Signature of Parent or Legal Guardian:**

**Date:** \_\_\_\_\_

**Supervision:** A Coach/Adult (age 21 and over) is required to attend with participants. This Coach will be responsible for the participants at all times. Varsity Spirit Corporation d/b/a/ UCA and/or UDA, NSG Corporation d/b/a NCHA and/or d/b/a NDA, AACCA, NSIAAA and NCA are not responsible for participants' supervision.

**Appearance Agreement:** I understand that Varsity Spirit d/b/a UCA and/or UDA, NSG d/b/a NCHA and/or NDA, from time to time, produces promotional material relating to its programs. I understand that as participant and/ or a spectator at the Event that Minor may be included in videotapes, dvd's, pod casts and video casts or photographs taken during the Event. Therefore, without reservation or limitations, I, in my own behalf and on behalf of Minor, hereby assign, transfer and grant to Varsity Spirit d/b/a UCA and/or UDA, NSG d/b/a NCHA and/or NDA, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape Minor and to utilize such videotapes and photographs and Minor's name, face likeness, voice and appearance as a part of the Event or in any other media now in existence or hereafter developed, in advertising and promoting the Event, in advertising and promoting similar future events or in advertising and promotions relating to Varsity without reservations and limitations. I further understand that neither Varsity Spirit nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve the programs, copies thereof and any promotional materials related thereto.

**Medical Release:** I, in my own behalf and on behalf of Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness or injury by participating in the event. In the event of such illness or injury, I authorize Varsity Spirit, NSG, NSIAAA, the NCA to obtain necessary medical treatment for Minor and hereby, in my own behalf and on behalf of Minor, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of Minor for any illness or injury that Minor may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs.

I represent that any medication to which Minor is allergic or medications that Minor is currently taking are listed below. I agree that Minor shall bring medications which Minor is currently taking with him / her to the Event and that he / she shall consume the prescribed dosage for such medications.

Medications (if any):

\_\_\_\_\_  
\_\_\_\_\_

Allergic to (if any):

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that the Minor suffers from the following conditions:

\_\_\_\_\_

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Participant Release and Waiver Form releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Participant Release and Waiver Form constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

**Signature of Parent or Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Relationship to Minor \_\_\_\_\_

Minor Birth date: \_\_\_\_\_

I, identified above as Minor, acknowledge that I have read this Release and Waiver form.

Signature of Minor \_\_\_\_\_ Date \_\_\_\_\_