

RELEASE OF LIABILITY
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Cheerleading organized by Lone Star Cheerleading Association, LLC, of PO Box 20994, Amarillo, Texas, 79114 and/or use of the property, facilities and services of Lone Star Cheerleading Association, LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Lone Star Cheerleading Association, LLC, or the employees, representatives or agents of Lone Star Cheerleading Association, LLC.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Lone Star Cheerleading Association, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Lone Star Cheerleading Association, LLC, whether caused by the fault of myself, my family, Lone Star Cheerleading Association, LLC or other third parties.

3. I AGREE TO INDEMNIFY AND DEFEND LONE STAR CHEERLEADING ASSOCIATION, LLC AGAINST ALL CLAIMS, CAUSES OF ACTION, INCLUDING NEGLIGENCE, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY OR MY FAMILY'S USE OF OR PRESENCE UPON THE FACILITIES OF LONE STAR CHEERLEADING ASSOCIATION, LLC OR FROM MY OR MY FAMILY MEMBER'S PARTICIPATION IN ANY LONE STAR CHEERLEADING ASSOCIATION, LLC CAMP OR EVENT. THIS INDEMNITY AGREEMENT EXPRESSLY APPLIES TO MY OR MY FAMILY MEMBER'S CLAIMS OF NEGLIGENCE AGAINST LONE STAR CHEERLEADING ASSOCIATION, LLC.

4. I agree to pay for all damages to the facilities of Lone Star Cheerleading Association, LLC caused by my or my family's negligent, reckless, or willful actions.

5. I consent to the participation of my Son or Daughter, (name) _____ of (address) _____ in Cheerleading, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of my Son or Daughter named above.

6. In the event of an injury to the above minor during the above described activities, I give my permission to Lone Star Cheerleading Association, LLC or to the employees, representatives or agents of Lone Star Cheerleading Association, LLC to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on the first day of camp ___/___/___ and will remain in effect until terminated in writing by the undersigned or the last day of camp ___/___/___, whichever occurs first. Lone Star Cheerleading Association, LLC shall have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;

b. The power to authorize medical treatment or medical procedures in an emergency situation; and

c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ Dated: _____

Name: _____

Address: _____

**In case of an emergency, please call _____ (Relationship: _____)
at _____ Ext. _____ (Day), or _____ Ext. _____ (Evening).**

MEDIA CONSENT AND RELEASE

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Lone Star Cheerleading Association, LLC of PO Box 20994, Amarillo, Texas, 79114, to use a picture, video or voice recording of (name) _____ (the "Recorded Party"). Permission is being given by the undersigned, (guardian name) _____, as more fully explained in this Consent and Release. The undersigned is the parent or legal guardian of the Recorded Party and states that the undersigned has the full legal authority to sign this Consent and Release on behalf of the undersigned, the Recorded Party, and all parties related to the Recorded Party.

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grants to Lone Star Cheerleading Association, LLC its agents, employees, licensees, and successors in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the recorded image and/or voice of the Recorded Party (the "Image and/or Voice") that has been (or is being) obtained pursuant to this Consent and Release.

The Image and/or Voice may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted an exclusive license with respect to the Image and/or Voice, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party under this Consent and Release.

The undersigned waives any right that the undersigned, the Recorded Party, or any party related to the Recorded Party may have to inspect or approve the Released Party's copyright, use or publication of the Image and/or Voice, or the advertising copy or printed matter that may be used in connection with the copyright, use and/or publication of the Image and/or Voice. The undersigned, on behalf of the undersigned, the Recorded Party, and any other parties related to the Recorded Party, releases the Released Party (and all persons acting under its permission or authority) from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image and/or Voice (collectively, "Claims"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image and/or Voice.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS READ THIS CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS CONSENT AND RELEASE.

Signature of Authorized Parent: _____ Date: _____

Name of Authorized Parent: _____

Address: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Lone Star Cheerleading Association (“LSCA”) has put in place preventative measures to reduce the spread of COVID-19; however, LSCA **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending LSCA Programs could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending LSCA and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at LSCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, LSCA employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at LSCA or participation in LSCA programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, indemnify, covenant not to sue, discharge, and hold harmless LSCA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of LSCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any LSCA program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of LSCA Participant(s)