



## PARTICIPANT AGREEMENT/RELEASE OF LIABILITY

Please carefully read this entire form. This form must be completed in full, signed, and returned before your child may participate in any Activities (as defined below).

As parent or legal guardian of \_\_\_\_\_, a minor ("Minor"), and in consideration for Minor's participation in the cheerleading, dance, gymnastics and other activities and services, including, without limitation, travel to and from such activities, competitions, conferences, meetings, and other events that may require travel (collectively, the "Activities"), conducted and provided by South Florida Cheerleading Company, LLC dba The Stingray Allstars, a Florida limited liability company, and their respective affiliated entities, owners, agents, officers, employees, representatives, and all other persons or entities acting in any capacity on their behalf (collectively "Stingray"), I AGREE AS FOLLOWS:

- I. **Liability Release.** ON BEHALF OF MYSELF AND MY HEIRS, ASSIGNS, EXECUTORS, AND ADMINISTRATORS, I RELEASE AND FOREVER DISCHARGE Stingray FROM ALL CLAIMS, JUDGMENTS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (COLLECTIVELY, THE "CLAIMS") OF ANY NATURE ARISING OUT OF OR IN ANY WAY RELATED TO THE MINOR'S PARTICIPATION IN THE ACTIVITIES WHETHER OCCURRING ON THE PREMISES OF ANY Stingray LOCATION OR ANY OTHER LOCATION; I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS Stingray FROM AND AGAINST ANY AND ALL SUCH CLAIMS. INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND OTHER PROFESSIONALS' FEES AND COSTS. I understand that this release and discharge of Claims includes, without limitation, any Claims based on the negligence, action or inaction of Stingray and covers personal and bodily injury (including death) and property damage, whether suffered by Minor before, during, or after participation in any Activities, and includes all Claims arising from the publication of use of any photograph, videotape, or narrative in any media. I acknowledge that Stingray makes no representations or warranties, either express or implied, regarding the condition or suitability of Stingray or any other locations or equipment for the Activities. The laws of the State of Florida shall govern this release and indemnity agreement.
- II. **Financial agreement.** I agree to maintain my account in good standing and to have a credit card on file at all times. I consent to having tuition automatically withdrawn each month. I also consent to any other program fees, classes, private lessons, merchandise purchase or any other type of fees/cost generated by my participation to be automatically withdrawn from my credit card on file. I acknowledge that if I am suspended, expelled, asked to leave program for any reason or decide to quit, leave program on my own, I will not be entitled to any refunds of any amounts paid for participation in any current or future activities.
- III. **Medial Release.** I acknowledge and agree that Minor's participation in the Activities subjects Minor to the possibility of physical illness or serious injury (including death). I further acknowledge and agree that Minor is assuming the risk of such physical illness or serious injury (including death) by participating in the Activities. In the event of such physical illness or injury, I authorize Stingray to obtain necessary medical treatment for Minor and I release, hold harmless, and forever discharge Stingray from any Claims arising from or related to any physical illness or serious injury (including death) and to exercise this authority. I further acknowledge and agree that I will be responsible for any and all medical and related costs and expenses incurred by and on behalf of Minor for any such physical illness or injury.
- IV. **Appearance Agreement.** I understand that Stingray may from time to time produce promotional and other audio or visual materials and media relating to the Activities (the "Promotional Material"). I understand that, as a participant in or spectator of such Activities, Minor may be included in video recordings, audio recordings, photographs, and images taken during Activities for use in Promotional Material. THEREFORE, I HEREBY ASSIGN, TRANSFER, AND GRANT TO Stingray WITHOUT RESERVATION OR LIMITATION, THE ROYALTY-FREE, EXCLUSIVE RIGHT TO USE SUCH VIDEO RECORDINGS, AUDIO RECORDINGS, PHOTOGRAPHS, AND IMAGES OF MINOR, AS WELL AS MINOR'S NAME, LIKENESS, PERSONAL AND DEMOGRAPHIC INFORMATION, VOICE AND APPEARANCE AS PART OF ANY PROMOTIONAL MATERIAL. IN GRANTING THIS LICENSE, I HEREBY WAIVE ANY RIGHT TO INSPECT OR APPROVE ANY SUCH PROMOTIONAL MATERIAL PRIOR TO



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PUBLICATION. I FURTHER AGREE THAT, UPON THE REQUEST OF STINGRAY, I SHALL IMMEDIATELY REMOVE OR TAKE DOWN ANY PROMOTIONAL MATERIALS THAT MINOR OR I HAVE UPLOADED OR POSTED TO ANY WEBSITE, SOCIAL MEDIA PLATFORM (INCLUDING, BUT NOT LIMITED TO, FACEBOOK, TWITTER, INSTAGRAM, TIK TOK AND YOUTUBE), ANY MEDIUM FOR VIEWING/DISSEMINATION, OR ANY OTHER PUBLIC FORUM.

- V. **Confidentially.** I acknowledge and agree that Stingray develops and creates unique and valuable proprietary dance routines, cheerleading routines, gymnastics routines, training techniques, and other intellectual property that are unique and valuable to Stingray and that may be used to prepare for and participate in competitive events (collectively, the "Intellectual Property"). I further acknowledge and agree that maintaining the confidential and proprietary nature of the Intellectual Property is of the utmost importance to Stingray and its competitive success. I understand that I may video-record, audio-record, photograph, or take other images of the Intellectual Property solely for my, Minor's, or Minor's immediate family's personal, non-commercial use; PROVIDED ALWAYS, HOWEVER, THAT MINOR AND I SHALL NOT POST OR UPLOAD ANY SUCH RECORDINGS OR IMAGES TO ANY WEBSITE OR SOCIAL MEDIA PLATFORM (INCLUDING, BUT NOT LIMITED TO, FACEBOOK, TWITTER, INSTAGRAM, TIK TOK AND YOUTUBE, ETC), ANY MEDIUM FOR VIEWING/DISSEMINATION OR IN ANY PUBLIC FORUM WITHOUT THE PRIOR AUTHORIZED WRITTEN CONSENT OF Stingray Management.
- VI. **Breach.** I ACKNOWLEDGE AND AGREE THAT ANY BREACH OR THREATENED BREACH OF SECTION IV OF THIS AGREEMENT WILL CAUSE STINGRAY IRREPARABLE INJURY FOR WHICH NO ADEQUATE REMEDY AT LAW IS AVAILABLE, AND I CONSENT TO THE ISSUANCE OF AN INJUNCTION PROHIBITING ANY CONDUCT VIOLATING THE TERMS OF SECTION IV. I ACKNOWLEDGE THAT ANY VIOLATION OF THIS AGREEMENT BY MINOR OR BY ME MAY RESULT IN MINOR BEING SUSPENDED FROM OR PERMANENTLY EXPELLED FROM PARTICIPATION IN SOME OR ALL ACTIVITIES AND MY SUSPENSION FROM ATTENDING AND SPECTATING SOME OR ALL ACTIVITIES. I ACKNOWLEDGE THAT IN ANY CASE WHERE MINOR IS SUSPENDED OR PERMANENTLY EXPELLED FROM PARTICIPATION IN SOME OR ALL ACTIVITIES, I WILL NOT BE ENTITLED TO ANY REFUND OF ANY AMOUNTS PAID FOR PARTICIPATION IN ANY CURRENT OR FUTURE ACTIVITIES AND WILL BE PROHIBITED FROM REPRESENTING STINGRAY.

I have had sufficient time and opportunity to read this agreement. I have read this document in its entirety and understand it. Therefore, by affixing my signature below, I agree to be bound by the terms of this agreement.

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**Guardian Name (Print) / (Athlete Name If over 18 years old):**

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**Cell Number:**

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**Email:**

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**Guardian / (Athlete If over 18 years old) Signature:**

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**Date:**