PITTSBURGH POISON WAIVER AND RELEASE 20-21

DISCLAIMER: Pittsburgh Poison Allstars is not responsible for any injuries, illnesses, (or loss of property) to any person while practicing, training, taking class, competing, participating in open gym, special events, recitals, demonstrations, shows, or in any other way involved in cheerleading, dance, tumbling, preschool, birthday parties, or sleep-overs at Pittsburgh Poison Allstars for any reason what so ever, including ordinary negligence on the part of Pittsburgh Poison Allstars, its owners, officers, agents, volunteers or employees.

In consideration of my participation, I hereby release and covenant not-to-sue Pittsburgh Poison Allstars Board of Directors and Officers, the Pittsburgh Poison Parent Association, and any of their employees, teachers, coaches, agents, or volunteers from any and all present and future claims resulting from ordinary negligence on the part of Pittsburgh Poison Allstars or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, dance, cheerleading or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, which may be made by me, my family, estate, heirs or assigns.

Further, I am aware that cheerleading, dance and tumbling are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that cheerleading, dance, tumbling and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats and other safety equipment such as the Tumbl Trak and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never, eliminated. I understand that participation in cheerleading, dance and tumbling and related activities involves activities incidental to active participation, including conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Pittsburgh Poison Allstars and all others listed for any and all claims resulting of my engaging in or receiving instruction in Pittsburgh Poison Allstars activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Pennsylvania and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Pennsylvania.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of Pittsburgh Poison or any person listed above. As a legal guardian, I hereby agree to individually provide for any possible future medical expenses, which may be incurred by my child as a result of any injury sustained while training at or performing at or for Pittsburgh Poison Allstars.

I understand that my child is covered under my own family’s medical insurance coverage and that if I do not carry or have medical coverage, I am completely responsible for all medical bills.

I further understand that Pittsburgh Poison Allstars may take and use photographs of my family members during class, recitals, parties, and competitions for commercial purposes without further compensation to my child or myself.

By signing this release, I agree to all of the above and give my child/children permission to participate in Pittsburgh Poison.

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| Child(s) Names |
| Parent Signature | Parent Name (print) |
| Date |  |