

Participant's Name: \_\_\_\_\_ Age as of 5/31/07 \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 In case of Emergency, Notify: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Health Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

# XPRESS BRANDS 2007-2008 COMPREHENSIVE WAIVER

## All Star Challenge, Spirit Xpress Regional Events, and Spirit Xpress Training Camps

**DEFINITIONS:** As used below, "Xpress Brands" shall mean Xpress Brands, Incorporated, a North Carolina corporation, and its officers, directors, employees, agents, successors and assigns of each of the foregoing, d/b/a, All Star Challenge Cheer and Dance National Championships, Spirit Xpress Regional Events, and Spirit Xpress Training Camps; "Season" shall mean from July 1 of the current year to June 30 of the following calendar year. "Site" shall mean any entity on whose premises a tournament or competition will occur in the 2007-2008 competition season, and such entity's parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, members, successors and assigns of each of the foregoing; "Provider" shall mean the host or sponsoring entity of any practices, events, tournaments, or competitions held in the season, and such host's parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, members, successors and assigns of each of the foregoing. "Child" shall mean any minor participant, both in the masculine, feminine, singular and/or the plural as appropriate. "Parent" shall mean any individual whether by relation, adoption, authorization, or operation of law, has legal custody or appointed guardianship of said child.

**VIGOROUS ACTIVITY:** Cheerleading involves vigorous athletic activity and may include stunts, pyramids, gymnastics, jumps, and dance. Due to the nature of the activity, the possibility of injury up to and including death does exist as with any athletic activity. My child is physically fit to participate in this activity and no medical conditions exist which may compromise the safety or well being of my child or any other participant or staff member of the event.

**HEALTH STATEMENT:** Is your child currently under treatment for a medical condition, been under treatment for a medical condition in the past which medical personnel should know to render treatment, currently taking medications, or suffer from any known allergies to medication? YES NO  
 If Yes, Explain: \_\_\_\_\_

**LIABILITY RELEASE:** In consideration of my child's participating in the cheerleading, dance or other activities conducted, sponsored, hosted, provided or certified by Xpress Brands, Inc., Site, and/or Provider in the Season, including but not limited to practices, events, tournaments and competitions ("Events"), and use of the property, facilities, services, and/or instruction of Xpress Brands, Site, and/or Provider, I agree to assume all of the risks inherent in any such activities (which risks may include injuries ranging from minor to catastrophic), and, on behalf of myself and my heirs, executors and administrators, I release and forever discharge Xpress Brands, Inc, Site, and/or Provider, and the officials, corporate sponsors and production staff of the Events (collectively the "Releasees") of and from all claims, judgments, losses, liabilities, damages, costs and expenses of any nature ("Claims") arising out of or in any way connected with my child's participation, activities and/or attendance of the Events and/or any acts otherwise occurring at the Events or location of the Events during my attendance of the Events, and/or otherwise occurring during the course of my travel to or from the Events, including the unavailability of emergency medical care; and I further agree to defend, indemnify and hold harmless the Releasees from and against any and all such Claims, including, without limitation, attorneys' and other professionals' fees and costs, and I specifically indemnify each, all or any of them against any or all claims or rights in action asserted against them in the future by, or on the behalf of my child. I understand that this release and indemnity agreement includes, without limitation, any Claims based on the negligence, action or inaction of the Releasees, except for gross negligence, and covers personal and bodily injury (including death), and property damage, whether suffered by my child before, during or after his/her participation in the Events, and covers any claim from the lawful publication or any other lawful use of any photograph, videotape or narrative in any media. I acknowledge that the Releasees make no representations or warranties, either express or implied, regarding the condition or suitability of the venue for the Events. This release/indemnity shall be governed by the laws of the State of North Carolina. Should any provision of this release/indemnity be held unenforceable, the remaining provisions shall remain in full force and effect.

**APPEARANCE AGREEMENT AND PRIVACY DISCLOSURES:** I understand the Releasees may from time to time produce promotional material about the Events. I further understand that my child may be included in audio/video tape or photographs taken during the Events or any activities conducted at the Events. I hereby grant to each of the Releasees and their respective licensees, sponsors, any television networks, and all other commercial exhibitors, the exclusive right to photograph and/or audio/video tape my child and further utilize my child's name, face, likeness, voice and appearance as part of such promotional material, and in advertising and promoting such Events, and in advertising and promotions relating to the activities conducted at such Events, without reservation or limitation and grant permission for Releasees to contact me or my child, by email or regular mail concerning promotions relating to the activities conducted at this Event. In granting this license, I understand that none of the Releasees is under any obligation to exercise any of its rights, licenses and privileges herein granted.

**PARENTAL CONSENT:** I have read this agreement in its entirety and understand the caution statements and policy statements expressed above. In order that my daughter/son may receive the necessary medical treatment in the event of any injury or illness, I hereby authorize Xpress Brands, Inc. to obtain medical treatment for my child for such injury or illness during their participation at the above tournament or competition, and also authorize the physician and/or hospital near the event site to perform treatment to any illness or injury to my child. I authorize payment for treatment, either personally or through our family health insurance. I have read the above information about the risk of vigorous athletic activity and agree not to hold the RELEASEES liable in the event of such an injury. After reading and understanding this agreement I spoke to my child about the caution statements, policies and the requirement that all participants and attendees must cooperate with all staff and officials and follow instructions and rules in accordance with their directions. I explained to my child that failure to obey the rules of the competition and instructions of the staff may result in discharge from the competition without reimbursement of fees. I understand and explained to my child that the decisions of the judges are subjective and except mathematical error in tabulation, we must accept their decision as final.

X \_\_\_\_\_  
 Parent / Guardian / Adult Participant's Signature Date

X \_\_\_\_\_  
 Witness Signature Date

Spirit Xpress Cheerleading  
 4907 South Alston Ave. Durham, NC 27713  
 Phone 919-544-2390 Fax 919-484-1785  
 info@spiritxpress.com www.spiritxpress.com



A Division of: