

# New Jersey Cheerleading & Dance Coaches Association, Inc. Comprehensive Release and Waiver

Participant's Name: \_\_\_\_\_ Squad \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In case of Emergency, Notify: \_\_\_\_\_ Phone: \_\_\_\_\_

Health Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

**DEFINITIONS:** As used below, "NJCDCA" shall mean New Jersey Cheerleading & Dance Coaches Association, Inc., a New Jersey corporation, and its officers, directors, employees, agents, 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. I understand that the NJCDCA will provided a matted warm-up/competition area, and a paramedic, and the option to choose (for schools only) to compete on either a carpet bonded matted floor or spring floor. (Both 54 x42)

**LIABILITY RELEASE:** In consideration of my child's participating in the cheerleading, dance or other activities conducted, sponsored, hosted, provided or certified by NJCDCA Inc., 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 the NJCDCA, its officers, board members, the host facility (Sun National Bank Center (formerly Sovereign Bank Arena)/David Brearley HS) (collectively the "Releasees") of liability for any and all damages which may be sustained and suffered by my child in connection with their association with or entry in the NJCDCA Cheerleading State Championship, or which may arise out of traveling to or participating in, and returning from said competition. I specifically release and forever discharge the Releases of liability for any and all damages which may be sustained and suffered by my child with regards to the aforementioned selection of cheer competition surface. I defer to my child's coach, advisor, athletic director, principal or subsequent superior authority holder in making such selection. 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. This release/indemnity shall be governed by the laws of the State of New Jersey. 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.

**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 NJCDCA, 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, release of liabilities, licenses granted and consents given herein. I, in my own behalf and on behalf of the Minor, have signed this document voluntarily and of my own free will.

PARENT/GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_  
PARTICIPANT \_\_\_\_\_ DATE \_\_\_\_\_