



## Insurance & Liability Waiver



To compete at any Cheer U Events & Entertainment competition or tournament, each player/athlete is required to read the following information and complete this waiver.

Each player/athlete must read and acknowledge all the documents found within this packet. Each player/athlete must then sign the last page and provide it to Cheer U Events & Entertainment prior to stepping into the competition site or playing field.

If any player/athlete fails to sign this waiver, they will not be allowed to compete at any event hosted by Cheer U Events & Entertainment until the agreement is signed.

Any player/athlete who does not agree with or refuses to sign the waiver will not be allowed to participate in the sporting event.

While we understand that you are excited about performing / competing, we truly believe that your health and safety comes first. It is our top priority, and we take it very seriously.

If there are any questions or concerns regarding this information or the agreement and its stipulations, please let us know as soon as possible so that we may be able to assist.

Contact Information:

Aimee Demarest Hopka}  
President/CEO  
Cheer U Events & Entertainment  
(c) 908-509-1508  
(e) [info@cheeruevents.com](mailto:info@cheeruevents.com)

Thank you for your interest in playing/competing with us. We hope to see you soon!

All my best,

*Aimee Hopka*

Aimee Demarest Hopka

- **Please see page two and forward to complete the insurance and liability waiver.**

## Waiver and Release of Liability

**IN CONSIDERATION OF** the risk of injury that exists while participating in THE MELISSA SANZARI – SPIRIT CHALLENGE FOR A CURE (hereinafter the “Activity”); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, and all others associated with myself (including my parent/guardian if I am under the legal decision-making age of 18 (further known collectively as, “Releasor, I or me”), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge CHEER U EVENTS AND ENTERTAINMENT, located at 485 Speedwell Avenue, Unit 190, Morris Plains, NJ 07950, their affiliates, members, managers, agents, attorney’s, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasee’s”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATING IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Cheer U Events and Entertainment to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for costs incurred as a result of such treatment. **I am aware and understand that I should carry my own health insurance.**

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Cheer U Events and Entertainment official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Cheer U Events and Entertainment AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES, OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Cheer U Events and Entertainment FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or cause law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Cheer U Events and Entertainment, its agents, and employees.

I agree that this Release shall be governed for all purposes by New Jersey law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPIATION.**

**THIS AGREEMENT** was entered into without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and Cheer U Events and Entertainment agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a course should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

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I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT, I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULL UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participates Name: \_\_\_\_\_

Participants Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or legal guardian, as follows:

I HEARBY CERTIFY that I am the parent or guardian of \_\_\_\_\_, named above and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_