



Liability Release, Assumption of Risk Waiver, Discharge of Agreement Not to Sue

1. I desire to participate in the Hocking College 2020-2021 season, including Cheerleading Clinics and Tryouts. I fully understand and appreciate the dangers, hazards, and risks inherent in Cheerleading, in the transportation to and from Cheerleading, and in any independent research or activities I undertake supplemental to Cheerleading Clinics and Tryouts. These dangers can result in injury and impairment to my body, general health, well-being, and could include serious or even mortal injuries and property damage.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, 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 the mats and other safety equipment 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 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.

2. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the activity, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the Activity and to release, waive, forever discharge, and covenant not to sue the State of Ohio, Hocking College, and its governing board, offices, agents, employees and any students acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by, or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any supplement to the Activity, occurs or is being conducted.

3. I understand and agree that Releasees are granted permission to authorize emergency medical treatment if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4. It is my express intent that this release and hold harmless agreement shall bind myself, the members of my family or spouse, that I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant" not to sue the Releasees.

5. In signing this Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and I/or my legal guardian are fully competent to sign this agreement; and that I execute this release for full, adequate health insurance necessary to provide for and pay any medical costs that may occur as a result of injury to me.

6. In signing this release, I further understand that 2020/2021 Clinics and Tryouts are limited to the times assigned by the coach and school held at the Student Center/Multiplex in Nelsonville, Ohio. Hocking College assumes no responsibility for supervision of students outside of the clinic's designated session times.

7. I further agree and understand that all cheerleading tryout results are final, non-negotiable, and are at the sole discretion of the Hocking College Cheerleading Coaching Staff.

I further agree that this release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of the Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.

Applicant's Name Applicant's Signature Date

If the application is under the legal age, guardian consent is required.

Guardian's Name Guardian's Signature Date