

## VARSITY SPIRIT PARTICIPANT WAIVER AND INDEMNITY

This document contains a release and waiver of liability (limiting, among other things, your right to sue)  
**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING**

\_\_\_\_\_  
Activity Name and Location (the “**Activity**”), including all ancillary or related activities before, after, or during it)

\_\_\_\_\_  
Date of Activity

I, \_\_\_\_\_ (please print name), have legal capacity to effectively give this waiver, and, for the proposed participant in the Activity (the “**Participant**”) (check each that applies)

**Adult:** I am, myself, a Participant, and am 19 years old with legal capacity to effectively give this waiver, and/or

**Minors:** I am the parent, representative or legal guardian of the following Participant under 19 years of age or for whom I have legal guardianship, representation or custody, and for whom I have legal capacity to effectively give this waiver on my own behalf and jointly and severally with them:

\_\_\_\_\_  
(please print name of the Participant for whom you are legally responsible)

**IN CONSIDERATION** of Varsity Spirit Canada Inc. and any of its affiliated organizations or partners (collectively, “**Varsity**”) permitting participation in the Activity, I irrevocably agree (for the Participant and their kin, heirs, executors, administrators, assigns and successors):

1. **I am aware that there is risk of injury or loss in connection with the Activity, which is serious and considerable**, including serious personal injury, death and property damage and, furthermore, while protective equipment and personal discipline may reduce this risk, these risks still do exist and are considerable. **I represent and warrant** that I am not aware of any medical, physical, or psychological circumstances of any Participant that would add risk to Activity participation.

2. **I freely accept and voluntarily agree to assume all risk of personal injury, death and property damage or loss** connected with the Activity howsoever arising, including (a) **conditions on or about** the lands and premises, the operation or specifications of the equipment, transportation and any other operations associated with the Activity, (b) **actions, omissions or negligence** (including failure to use reasonably prudent and careful care, and failure to protect the Participant from risks, dangers and hazards inherent in the Activity) of Varsity and its directors, officers, coaches, volunteers, employees, agents and other representatives (“**Varsity Personnel**”), the owners and lessors of the lands/premises used for the Activity, all of their respective affiliates, successors and assigns (collectively, the “**Releasees**”), and (c) **any breach of any other duty imposed by law, by equity or by agreement** of all or any of the Releasees.

3. **I understand and acknowledge** that the activities and equipment in connection with the Activity are physically and mentally intense. I warrant that the Participant is sufficiently fit and trained for the Activity, and that I am not aware of any medical, physical, or psychological circumstances that would prevent the Participant’s participation in the Activity.

4. **I hereby waive, release and forever discharge** the Releasees from and against any and all manner of liabilities, claims, demands, suits, damages (including direct, indirect, special, punitive, incidental and consequential damages), costs, expenses, debts, actions and causes of action of any kind or nature whatsoever, including those of loss, damage, injury or death howsoever arising and further including those described in paragraph 2 (all, “**Claims**”) that I or the Participant have, may have, or have ever had resulting from or connected in any way with the Participant’s participation in the Activity including, but not limited to, anything arising after the date of this document.

5. **I assume** full responsibility for (a) damage/destruction to property caused by the Participant, and (b) any Claims of myself, the Participant, or any third parties, in each case relating to the Participant’s participation in the Activity (including as described in paragraph 2) and **I will fully defend, and hold harmless the Releasees and indemnify the Releasees** for the full amount of any and all judgments, liabilities, payments, interest, costs, or other charges of whatever kind the Releasees or anyone or more of them incur as result of any such Claims.

6. **I hereby authorize** Varsity Personnel to administer medication and/or to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of the Varsity Personnel, medical attention is needed. **I agree** that this does not create a responsibility of the Releasees for the medical care of the Participant. **I will pay, and will indemnify the Releasees**, all costs associated with any medical care provided for the Participant.

7. **I hereby give consent** to the Varsity Personnel to disclose medical information pertaining to the Participant’s health and well-being necessary for the proper administration of the Activity, and to Varsity’s collection, use and disclosure of the Participant’s personal information in connection with the Activity and the business of the Releasees, including to hold the Activity and activities and events similar to it.

8. **I acknowledge** that the Activity may be photographed, filmed, videotaped, recorded or broadcast by or on behalf of the Releasees, and **I hereby grant** to the Releasees the perpetual, irrevocable, royalty-free right to use, broadcast, distribute, publish or edit the Participant’s name, voice, portrayals, actions, materials and likenesses in any and all media throughout the universe for any purpose relating to the Activity (including promotion, merchandising, and advertising) and I waive any right to approve any materials related thereto.

9. **I acknowledge and agree** that (a) the word “**including**”, as used herein, is not limiting, and (b) **I fully understand, and have been provided the opportunity to seek legal counsel** in connection with this document, which includes, among other terms, a waiver of the rights of the Participant.

**I ACKNOWLEDGE** that I am not relying on any statement (oral, visual or written) of any person with respect to the safety of the Activity, and **I FULLY UNDERSTAND THIS WAIVER.**

**Intending to be legally bound**, I (we) agree hereto by my signature below:

\_\_\_\_\_  
My Name

\_\_\_\_\_  
My Signature

\_\_\_\_\_  
Date (D/M/Y)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Participant Name (if under 19)

\_\_\_\_\_  
My Signature (if under 19)

\_\_\_\_\_  
Date (D/M/Y)

\_\_\_\_\_  
Witness Signature