



MEDICAL RELEASE FORM

Name of Participant: _____ Date of Birth: __/__/____ Age: _____

E-mail: _____

Address: _____ City: _____ State: ____ Zip: _____

Cell Phone: _____ Home phone: _____

Medical Conditions, Prior Injuries, and/or Allergies: _____

Name of Parent/Legal Guardian: _____

Name of Primary Physician: _____ Phone Number: _____

Waiver and Release of Liability and Hold Harmless Agreement

1. In consideration for receiving permission for myself and/or my minor child to participate in physical training activities provided by, at, or through Knight Time Cheer, LLC (the "Activity"), I, the "Releasing Party" hereby release, waive, discharge, and covenant not to sue Knight Time Cheer, LLC, and all of its current and former parents, subsidiaries, affiliates, partners, related entities, owners, officers, directors, members, servants, employees, agents, attorneys, successors, assigns, insurers, guarantors, indemnitors, affiliates, and any other person or entity acting on behalf of Knight Time Cheer, LLC (collectively referred to as "Knight Time") from any and all liability, claims, demands, actions, and causes of action, whether known or unknown, whatsoever arising out of or related to any loss, damage, or injury, including but not limited to death, that may be sustained by me and/or my minor child, or any of the property belonging to me and/or my minor child, whether caused by the negligence of Knight Time, or otherwise, while participating in such Activity, or while in, on, or upon the property where the Activity is being conducted.

2. I acknowledge and agree that my and/or my minor child's participation in the Activity is voluntary athletic activity, which involves an inherent risk of exposure to bodily or personal injury to me and/or my minor child or others; that there are risks, hazards, and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities. Dangers potentially related to the Activity may include, but are not limited to, broken bones, strains, sprains, cuts, abrasions, bruises, concussion, heart attack, heat exhaustion, infection, and death.

3. I further acknowledge and understand that no warranty, either express or implied, has been made by Knight Time as to the condition of the property where the Activity is being conducted. I, on behalf of myself and my minor child, am fully aware of the risks involved and hazards connected with participating in the Activity, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and/or my minor child and my and/or my minor child's property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including but not limited to death, that may be sustained by me and/or my minor child, or any loss or damage to property owned by me and/or my minor child, as a result of being engaged in such an activity, whether caused by the negligence of Knight Time or otherwise.

4. I hereby grant consent and authority to Knight Time to seek reasonable and necessary medical treatment for my minor child for injuries incurred during the Activity or on the premises[A1]. I acknowledge that I am fully, personally and exclusively responsible for any cost or expense for medical, hospital, doctor, dentist or other healthcare provider services of any nature which I or my minor child may incur arising from or relating to events occurring while participating in the Activity or while in, on or upon the premises where the Activity is being conducted.

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5. **ON MY AND MY MINOR CHILD'S BEHALF, I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS KNIGHT TIME FROM ANY LOSS, LIABILITY, DAMAGE, OR COSTS, INCLUDING BUT NOT LIMITED TO, COURT COSTS AND ATTORNEY'S FEES, THAT KNIGHT TIME MAY INCUR DUE TO MY AND/OR MY MINOR CHILD'S PARTICIPATION IN SAID ACTIVITY, WHETHER CAUSED BY NEGLIGENCE OF KNIGHT TIME OR OTHERWISE.**

6. I further hereby grant Knight Time the unrestricted right to use my and/or my minor child's name [\[A2\]](#), likeness, or appearance on any posters, flyers, video material, film material, computer software, computer hardware, electronic online services, or other similar promotional material in any form, content, or medium to promote or market Knight Time. I hereby release and waive any demand, action, claim, license, royalty or other form of payment myself and/or my minor child, agents, representatives, or assigns, may have based on claims I and/or my minor child have to rights of privacy, publicity, notoriety or any other rights arising out of or relating to any use by Knight Time of my and/or my minor child's name, likeness, or appearance.

7. It is my express intent that this Waiver and Release of Liability and Hold Harmless Agreement shall bind the members of my and/or my minor child's family, spouse, heirs, assigns, executor, and personal representative, and shall be deemed as a release, waiver, discharge, and covenant not to sue the Released Parties. I hereby further agree that this Waiver and Release of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

8. In signing this release, I acknowledge that I have read and understood the foregoing Waiver and Release of Liability and Hold Harmless Agreement. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent; and I execute this release voluntarily as my own free act and deed for full, adequate, and complete consideration fully intending to be bound by same.

EXECUTED this _____ day of _____, 2018.

SIGNATURE OF RELEASING PARTY _____

PRINT FULL NAME OF RELEASING PARTY _____

RELATIONSHIP TO MINOR: _____