

RELEASE OF LIABILITY WAIVER
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of *CHEERLEADING*, organized by the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION* of Venetia, PA, 15367, and or use of the property facilities and services of and the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, and the *PETERS TOWNSHIP PARKS AND RECREATION DEPARTMENT*, I agree for myself and for the members of my family, to the following:

1.AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, or the employees, representatives or agents of *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*.

2.ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherited risk associated with the above described activity and I assume the responsibility for personal injury to myself and my family members and further release, and discharge the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, and the *PETERS TOWNSHIP PARKS AND RECREATION DEPARTMENT*, whether caused by the fault of myself, my family, the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, or other third parties.

3.INDEMNIFICATION. I agreed to indemnify and defend the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, against all claims, causes of action, damages, judgment, costs or expenses, including attorney fees, and other litigation cost, which may in any way arise from my or my family's use of or presence upon the facilities of the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, and the *PETERS TOWNSHIP PARKS AND RECREATION DEPARTMENT*.

4.FEES. I agree to pay for all damages to the facilities of *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, and or *PETERS TOWNSHIP PARKS AND RECREATION DEPARTMENT*, caused by any negligent, recklessness, or willful actions by me or my family.

5.CONSENT. I, (*Participant's Parent Name*), consent to the participation of my minor, (**Name of Participant**), in the activity of cheerleading, and agree, on behalf of the above minor to all of the terms and conditions of this agreement. By signing this release of liability, I represent that I have legal authority over and custody of (**Name of Participant**).

6.MEDICAL AUTHORIZATION. In the event of an injury to the above minor during the above described activities, I give my permission to *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, or to the employees, representatives or agents of the *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, to arrange for all necessary medical treatment for which I shall be financially responsible for. This

temporary authority will begin on March 24, 2023 and will remain in effect until terminated in writing by the undersigned, or on April 1, 2023, whichever occurs first. The *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION*, shall have the following powers:

A. The power to seek appropriate medical treatment, and or attention on behalf of my child, as may be required by the circumstances, including without limitation, that of a licensed medical physician, and/or a hospital;

B. The power to authorize medical treatment or medical procedures in an emergency situation, and;

C. The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter.

7. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above, shall be resolved under Pennsylvania law.

8. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this agreement, and that I have been given a reasonable opportunity to review before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that *PETERS TOWNSHIP YOUTH CHEERLEADING ASSOCIATION* has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

9. **ARM'S LENGTH AGREEMENT.** This agreement in each of its terms are the product of an arms length negotiation between the parties. In the event of any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly, rejected the application of any legal or equitable role of interpretation, which would lead to a construction either "for" or "against" a particular party based upon their status, as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. **ENFORCEABILITY.** The invalid type unenforceability of any provision of this agreement, whether standing alone, or has applied to a particular occurrence, or circumstance, shall not affect the validity, or enforceability of any other provision of this agreement, or of any other applications of such provision, as the case may be, in such invalid, or unenforceable provision, shall be deemed not to be part of this agreement.

11. **EMERGENCY CONTACT.** In the case of an emergency, please contact (**Participant Parent/Emergency Contact**), (**Relationship to Participant**) at (**Phone Number**) or (**Phone Number**).

I have read this document, and I understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.

