

MNU Cheerleading WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: MIDAMERICA NAZARENE UNIVERSITY IS NOT RESPONSIBLE FOR ANY INJRY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PREFORMING, PARTICIPATING IN OPEN GYM, OPEN CLINICS, TRYOUTS, OR IN ANY OTHER WAY INVOLVED IN CHEERLEADING, OR ANY OTHER ACTIVITY PROVIED BY MIDAMERICA NAZARENE CHEER, FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF MIDAMERICA NAZARENE ITS COACHES, SPONSORS, AGENTS, ATHLETES, OR CAPTIANS.

In consideration of my participation, I hereby release and covenant not-to-sue MidAmerica Nazarene, and any of her employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of MidAmerica Nazarene or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in said activities with MidAmerica Nazarene, including but not limited to activities directly associated with MidAmerica Nazarene on and off the premises. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that tumbling 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 tumbling, cheerleading, and related activities always involve certain potential for minor to catastrophic injury including death. 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. I further agree to indemnify and hold harmless MidAmerica Nazarene and all others listed for any and all claims arising as a result of my engaging in or receiving instruction from MidAmerica Nazarene Cheer activities referred to within this release.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Kansas and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Kansas

I affirm that I am of legal age and am freely signing this agreement for myself as well as for my minor children. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of MidAmerica Nazarene or any person listed or described above.

Signature of Parent

Date

Print Parent Name

Print Athlete Name

Signature of Participant if over 18

Date