

# **SUMMER SHOWCASE REGISTRATION FORM**

## **RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT**

In consideration of and in exchange for being permitted to participate in any of the events, programs, sports or activities (collective "Activities") and further recognizing the voluntary nature of my participation in the activities, and to use all of the facilities and equipment (collectively "Facilities") of CHAMPIONS IN MOTION INC. and its affiliated individuals and entities (collectively "Operator"), this RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT ("Agreement") is entered into and granted by (a) all parties age 18 or older ("Adults") who sign this Agreement; (b) all parties under the age of 18 including Students listed on the CHAMPIONS IN MOTION INC. REGISTRATION FORM (collectively "Minors") whose parents, legal guardians or other legally responsible parties age 18 or older (collectively "Responsible Parties") sign this Agreement on behalf of such Minors; (c) all Responsible Parties regarding Minors for whom they sign this Agreement; and (d) all Responsible Parties regarding Minors who they permit to engage in the Activities and use the Facilities. All Adults, Minors, and Responsible Parties are sometimes collectively referred to in this Agreement as "Participants."

1. Operator provides the Activities and Facilities solely for recreational use and enjoyment. Participants voluntarily choose to engage in the Activities and use the Facilities. Responsible Parties voluntarily choose to permit Minors for whom they sign this Agreement or are otherwise responsible to engage in the Activities and use the Facilities. Participants understand that Operator will not permit Participants to engage in the Activities and use the Facilities unless (a) such Participants agree to be completely liable and responsible for all injuries to themselves, all injuries to third parties, and all damage to property that may result from their engagement in the Activities and use of the Facilities; (b) Responsible Parties agree to be completely liable and responsible for all injuries to Minors, all injuries to third parties, and all damage to property that may result from engagement in the Activities and use of the Facilities by Minors who they permit to use the Facilities; and (c) such Participants and Responsible Parties sign this Agreement as required.
2. Participants on behalf of themselves, and Responsible Parties on behalf of Minors who they permit to engage in the Activities and use the Facilities, and on behalf of all of their respective parents, spouses, children, heirs, estates, representatives, successors, assigns, insurers and all other persons and entities related thereto or connected therewith (collectively "Releasing Parties"), hereby forever, finally, fully, permanently and unconditionally release, acquit and discharge Operator and all of its owners, executives, management, employees, agents, representatives, and all other persons and entities related thereto or connected therewith (collectively "Released Parties"), to the maximum extent permitted by applicable law, from any and all claims, allegations, demands, suits, actions, disputes, liabilities, obligations, responsibilities, damages, losses, costs, expenses and attorneys' fees of any kind, known and unknown, caused by Operator's negligence or otherwise, which may arise or result from any Activities and use of the Facilities (collectively "Released Liabilities").
3. RELEASING PARTIES AGREE NOT TO SUE OPERATOR IN CONNECTION WITH ANY OF THE RELEASED LIABILITIES, AND WAIVE ALL ACTUAL AND POTENTIAL CLAIMS AGAINST OPERATOR REGARDING THE RELEASED LIABILITIES.
4. Releasing Parties agree to completely indemnify, defend and hold Operator harmless with respect to all Released Liabilities, and to reimburse Operator for any amounts incurred by Operator in connection with any Released Liabilities.
5. RELEASING PARTIES UNDERSTAND THAT ENGAGING IN THE ACTIVITIES AND USING THE FACILITIES EXPOSE PARTICIPANTS AND MINORS TO INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID SUCH RISKS. RELEASING PARTIES UNDERSTAND THAT THIS RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT ("AGREEMENT") SHALL REMAIN IN EFFECT UNTIL WRITTEN NOTICE OF CANCELLATION IS RECEIVED BY THE OPERATOR. Releasing Parties understand that such risks could include but are not limited to: (a) injuries from: equipment, collisions with fixed objects and/or people, engaging in contact Activities, travel to and from Activities, being subject to weather conditions, dehydration and altercations with other people involved; (b) minor injuries such as scratches, bruises, cuts and sprains; (c) major injuries such as damage to eyes, broken bones, joint or back injuries, head injuries, concussions and heart attacks; (d) catastrophic injuries including paralysis and death; (e) injuries of all kinds to Participants or third parties; and (f) damage to property (collectively "Risks"). RELEASING PARTIES UNDERSTAND AND APPRECIATE THE RISKS INHERENT IN ENGAGING IN THE ACTIVITIES AND USING THE FACILITIES. PARTICIPANTS EXPRESSLY, KNOWINGLY, AND VOLUNTARILY ASSUME AND ACCEPT THE RISKS ON BEHALF OF THEMSELVES, AND RESPONSIBLE PARTIES ASSUME AND ACCEPT THE RISKS ON BEHALF OF MINORS WHO THEY PERMIT TO ENGAGE IN THE ACTIVITIES AND USE THE FACILITIES, AND AGREE TO HOLD THE OPERATOR HARMLESS FOR ANY RESULTING INJURY OR DAMAGES.
7. Participants on behalf of themselves, and Responsible Parties on behalf of Minors who they permit to engage in the Activities and use the Facilities, agree that they will maintain adequate medical and other insurance to cover and pay for any possible injury that may arise from any engagement in the Activities and use of the Facilities by such Participants or Minors.
8. PARTICIPANTS ON BEHALF OF THEMSELVES, AND RESPONSIBLE PARTIES ON BEHALF OF MINORS WHO THEY PERMIT TO ENGAGE IN THE ACTIVITIES AND USE THE FACILITIES, AGREE THAT THEY WILL READ AND FOLLOW THE RULES OF THE OPERATOR, AND WILL CAUSE OTHER PARTICIPANTS AND MINORS TO FOLLOW SUCH RULES.
9. RESPONSIBLE PARTIES AGREE THAT THEY WILL CONTINUALLY ACCOMPANY AND SUPERVISE ALL MINORS WHO THEY PERMIT TO ENGAGE IN THE ACTIVITIES AND USE THE FACILITIES.

10. Participants on behalf of themselves, and Responsible Parties on behalf of Minors who they permit to engage in the Activities and use the Facilities, agree that Operator shall be entitled to use all video, pictures, and other images captured while Participants engage in any Activities or use the Facilities for any purpose including display in both printed and electronic media and on the Internet.
11. ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING IN ANY WAY TO THE ACTIVITIES, FACILITIES OR THIS AGREEMENT SHALL BE SUBJECT TO MANDATORY AND BINDING ARBITRATION CONDUCTED IN WAKE COUNTY, NORTH CAROLINA. PARTICIPANTS ON BEHALF OF THEMSELVES, AND RESPONSIBLE PARTIES ON BEHALF OF MINORS WHO THEY PERMIT TO ENGAGE IN THE ACTIVITIES AND USE THE FACILITIES, UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHTS TO COMMENCE ANY LEGAL ACTION OF ANY KIND AGAINST OPERATOR OTHER THAN ARBITRATION AS SET FORTH HEREIN.
12. This Agreement shall be governed solely by North Carolina law applicable to contracts negotiated, executed and performed entirely in the State of North Carolina.
13. This Agreement may be signed in counterparts, each of which may be signed by less than all of the parties hereto, each of which shall be enforceable against the signatories, and all of which together shall constitute one document. Signed copies of this Agreement created by electronic means shall be binding on the signatories, and electronic approvals shall be deemed to be original signatures for all purposes.
14. RESPONSIBLE PARTIES REPRESENT AND WARRANT THAT THEY ARE THE PARENTS, LEGAL GUARDIANS OR OTHER LEGALLY RESPONSIBLE PARTIES AGE 18 OR OLDER, FOR MINORS WHO THEY PERMIT TO USE THE FACILITIES. IF THEY ARE NOT, THEN THEY AGREE TO INDEMNIFY THE OPERATOR IN THE EVENT THAT SUCH REPRESENTATION IS INCORRECT.
15. PARTICIPANTS ON BEHALF OF THEMSELVES, AND RESPONSIBLE PARTIES ON BEHALF OF MINORS WHO THEY PERMIT TO ENGAGE IN THE ACTIVITIES AND USE THE FACILITIES, AGREE THAT THEY HAD A SUFFICIENT OPPORTUNITY TO READ AND UNDERSTAND THIS AGREEMENT, AND TO ASK QUESTIONS ABOUT THIS AGREEMENT, BEFORE SIGNING IT.

IN WITNESS WHEREOF, Participants on behalf of themselves, and Responsible Parties on behalf of Minors who they permit to engage in the Activities and to use the Facilities, have signed this Agreement as of the dates indicated.

NO REFUNDS!

I certify that I am the parent or legal guardian of the above minor(s) and confirm that the information I entered is accurate and true. I have read and agree to the terms of the above Agreement.

\*I am at least 18 years old and I have read and agree to the terms of the above Agreement.

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Award Label (\$4): YES NO Name: \_\_\_\_\_

Student Name: \_\_\_\_\_

Instructor: \_\_\_\_\_

Class Location: \_\_\_\_\_

Level: 1 2 3 4 5 6 7

Amount Paid: \_\_\_\_\_ [ ] Cash [ ] Credit Card [ ] Money Order

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ CVV: \_\_\_\_\_ Billing Zip: \_\_\_\_\_