



COMPETITION GENERAL RELEASE, INDEMNIFICATION, PUBLICITY RELEASE AND MEDICAL PERMISSION

In consideration for participation in competitions and/or other events that Spirit America, LLC t/a Spirit Unlimited and/or any of its subsidiaries, affiliates, successors and/or assigns (all of the foregoing are collectively "Spirit Unlimited"), sponsors, administers, manages, provides instruction for or is otherwise involved with in any manner, directly or indirectly, at any time during the calendar year October 2010 - September 2011 (collectively the "Competitions"), and the use of the property, facilities, services, and instruction of Spirit Unlimited, today, and on all future days (the "Additional Services") (the Competitions and the Additional Services are collectively referred to herein as the "Activities"), the participant, his or her parent or guardian, and all of their heirs, assigns and personal representatives (collectively the "Participant"), hereby agree to the following:

1. The Participant understands that as in all athletic endeavors there are risks in and around the Activities including but not limited to injury, sickness and in some cases death. The Participant agrees to assume any and all risks arising out of or related to the Activities, including, without limitation, the risks of physical injury, emotional injury, sickness, death, property damage, falls, collisions with people or stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

2. The Participant authorizes Spirit Unlimited to transport or authorize transportation of the Participant to a medical facility and/or hospital and for Spirit Unlimited to authorize emergency medical treatment to the Participant.

3. The Participant hereby releases and forever discharges Spirit Unlimited, all of its officers, directors, owners, agents, members, contractors and employees, and the owners, lessees, managers and licensees of the facility and/or property in which the Activities are held (all of the foregoing are collectively the "Released Parties"), from any and all acts of active or passive negligence on the part of Spirit Unlimited and/or any of the other Released Parties, and any and all liabilities, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings whatsoever, known or unknown, accrued or unaccrued, arising out of or related to this Competition General Release, Indemnification, Publicity Release and Medical Permission (this "Agreement"), the Participant and/or the Participant's involvement in the Activities, including without limitation, those based on death, physical injury, emotional injury, property damage, libel, slander and/or invasion of privacy.

4. The Participant hereby agrees to indemnify, defend and hold Spirit Unlimited and all of the other Released Parties, jointly and severally, harmless from, any and all liabilities, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this Agreement, the Participant and/or the Participant's involvement in the Activities, including but not limited to, any challenge by the Participant to this Agreement or any provision thereof, and any suit, action or proceeding brought by the Participant and/or any other third party.

5. The Participant hereby agrees that this Agreement shall apply, without limitation, to any other risks encountered by the Participant before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including but not limited to driving to or from the Activities, being present in any facility at which the Activities are held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.

6. This Agreement shall be enforced and interpreted under the laws of the State of Maryland (except for Maryland's conflict of laws principles). Should any clause or any part of any clause be determined to be illegal or unenforceable by a court, administrative body or arbitrator of competent jurisdiction, such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected. When Participant's parent or guardian, if Participant is a minor, signs this Agreement, the term "Participant" as used throughout this Agreement will be deemed to include, without limitation: (1) the Participant; and (2) the Participant's parent or guardian; and (3) all of their respective heirs, assigns and personal representatives. This Agreement shall be a specialty, that is, subject to a twelve (12) year statute of limitations. Venue for any legal proceeding(s) arising out of or related to this Agreement shall be in Howard County, Maryland, or in the United States District Court located in Baltimore, Maryland if diversity of citizenship exists, and the Participant hereby consents to the jurisdiction of all such courts.

7. The Participant hereby grants to Spirit Unlimited, and those acting with Spirit Unlimited's authority or permission, the unrestricted right to copyright and use, re-use, publish, and republish photographic portraits, pictures and video of the Participant or in which the Participant may be included in connection with any of the Activities, in whole or in part, separately or in conjunction with other photographs or video, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, art, promotion, advertising and/or trade, and to use the Participant's name in connection therewith. The Participant hereby further expressly releases and waives any demand, action, claim, license, royalty and any other right to any form of payment the Participant may have based on claims of the Participant as to the rights of privacy, publicity, notoriety and/or any other rights arising out of or relating to any use by Spirit Unlimited, and those acting with the authority or permission of Spirit Unlimited, of the Participant's name, likeness and/or appearance.

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS A GENERAL RELEASE, INDEMNIFICATION, MEDICAL PERMISSION, AND PUBLICITY RELEASE AND APPLIES WITHOUT EXCEPTION TO ALL ACTIVITIES (AS DEFINED ABOVE) THAT THE PARTICIPANT COMPETES IN, ATTENDS OR IS OTHERWISE INVOLVED WITH IN ANY MANNER, DIRECTLY OR INDIRECTLY, AT ANY TIME DURING THE CALENDAR YEAR OCTOBER 2010 – SEPTEMBER 2011.

Team Roster/Waiver Form

Team Name: _____

Division/Level: _____

By signing below, each of the undersigned acknowledges that it has read, understands and agrees to be bound as a Participant by the Spirit Unlimited Competition General Release, Indemnification, Publicity Release and Medical Permission form (the "Agreement"), which is incorporated into and made a substantive part of this Team Roster/Waiver Form by reference.

Participant Name	Age	Grade	Birthdate**	Insurance Company Name	Signature of Parent/Legal Guardian	Email <small>(Will be used for company promotions and update emails.)</small>	Date Signed
1							
2							
3							
4							
5							
6							
7							
8							
9							
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11							
12							
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20							

If you have more than 20 members on this team, please duplicate this form as necessary.

I certify that each person that will be participating in the Events and/or Activities to which this Team Roster/Waiver Form applies on behalf of the Team, or if applicable their parent or guardian, has been provided with a copy of the Agreement and has signed this Team Roster/Waiver Form. I agree to indemnify and hold harmless Spirit Unlimited and its members from any damages, attorneys fees, etc. incurred by them as a result of the failure of this Certification to be true.

** All-Star Cheer, Recreation Cheer, and all Dance divisions are based on participants age as of August 31, 2010.
School Cheer divisions are based on participant's grade as of the 2010-2011 school year.



Coaches' Signature(s): _____