**Idaho State University Cheerleading**

**Tryouts: Participant Agreement**

**(Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)**

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF, YOUR MINOR CHILD, OR YOUR PROPERTY, ARISING OUT OF THIS HIGH RISK ACTIVTIY, NOW OR AT ANYTIME IN THE FUTURE.

**Acknowledgement of Risk:** I, (meaning an adult participant for him/herself OR parent/guardian of a minor participant) understand and acknowledge that activities related to cheerleading, Bengal Dance tryouts or clinics (Activity) entails higher than normal known and unanticipated risks which include, but are not limited to: injury to muscles, joints, bones, sprains, strains, broken bones, internal injuries, concussions, paralysis, or even death, as well as risks to or caused from other participants, or damage to property. By participating in these high risk activities, I certify, for myself or my minor child, that I have full knowledge of and voluntarily assume all risks; that I (or my minor child) am in good health; have no physical or mental limitations that would preclude safe participation, and will abide by all the rules of the sport.

**Release/Indemnification/Covenant Not to Sue:** To the fullest extent permitted by law, and in consideration of allowing participation, I, on behalf of myself, or my minor child (if applicable), my heirs, representatives executors, administrators and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue, the State of Idaho, its State Board of Education, Idaho State University, and their respective officers, employees, volunteers, and agents (Released Parties) for any negligently caused injuries or losses arising from or related to the Activity. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

**Other:** I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility. I grant Idaho State University the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child while participating in this Activity. I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. If any part of this agreement is deemed unenforceable, the remainder shall continue in full force and effect. The venue of any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

*If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have the legal right to execute this waiver on behalf of the minor and that the release, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.*

Participant Name and age if a minor (printed) Participant Signature Date

Parent/Guardian Signature Emergency Contact Name and Phone