

RELEASE OF LIABILITY AND ASSUMPTION OF RISK
AGREEMENT FOR MINOR PARTICIPANTS

Team: _____

****PARENTS/GUARDIAN MUST READ & COMPLETE BEFORE SIGNING****

In consideration of _____, (participants name) my child/ward ("my child"), is being allowed to participate in any way in 2009 MID AMERICAN POM & DANCE programs ("Program"), related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Due to the activities undertaken in the Program which may include, but are not limited to POM AND DANCE, the risk of injury to my child from the activities involved in the Program is significant. These risks include, but are not limited to, the potential for permanent disability and death. While the Program rules, safety equipment and procedures (which may include mats, spotters, etc.), and personal discipline may reduce these risks, the risk of serious injury does exist.
2. For me, my spouse, and my child, I knowingly and freely understand, accept, and assume all such risks, both known and unknown, even if arising from the negligence of the releasees (as defined below) or others, and I assume full responsibility for my child's participant and safety.
3. I willingly agree to comply with the Program's stated and customary terms and conditions for participation which are attached to this Release and made part hereof [reverse of this release]. I have assessed my child's readiness to participate in the Program and/or with the Program itself. If I determine, at any time, that my child is unprepared or lacks the appropriate skill level to participate in the Program, I will remove my child from participation in the Program and notify the nearest official immediately; and,
4. I, for me, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE MID AMERICAN POMPON, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Program ("Releasees"), WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH, or loss or damage to person or property arising from my child's involvement or participation in the Program, WHETHER THE RESULT OF THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I for me, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities arising from my child's involvement or participation in the Program, EVEN IF ARISING FROM RELEASEES NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent/Guardian Name

Parent/Guardian Signature

____/____/____
Date

I understand the seriousness of the risks involved in participating in the Program, my personal responsibilities for adhering to rules and regulations of the Program, and agree to comply with and abide by the rules and regulations as a participant.

Participant Name

Participant Signature

____/____/____
Date

MEDICAL TREATMENT AND LIABILITY RELEASE

A COPY OF THIS FORM MUST BE COMPLETED AND RECEIVED IN THE OFFICES OF MID AMERICAN POMPON, INC. NO LATER THAN TWO (2) WEEKS PRIOR TO AN INDIVIDUAL'S PARTICIPATION IN ANY MID AMERICAN POMPON, INC. TRAINING ACTIVITY OR OTHER EVENT. IF THIS FORM IS NOT RECEIVED AS SET FORTH ABOVE, YOUR CHILD MAY NOT BE ALLOWED TO PARTICIPATE IN THE TRAINING ACTIVITY OR EVENT.

We the undersigned parent(s) or legal guardian(s), of _____ (participant), in consideration of Mid American Pompon, Inc. (MAP) allow participant to participate in one or more All Star activities, Summer Camps, Competitions or other organized event involving Pompon (collectively "Activities") for a period of one year from today's date, ____/____/____ do hereby agree to indemnify, protect, defend, save, release and hold harmless MAP, including its agents, employees, representatives, volunteers, officers, directors, shareholders, successors and assigns (collectively "MAP Representatives") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, personal injuries, illnesses, property damage, or expenses of any kind and nature whatsoever, which may be imposed upon, incurred by or asserted against MAP Representatives (MAP Representatives are collectively referred to as "MAP") in any way relating to or arising out of the Activities and/or Participants' participation therein, and/or the exercise of any authority or discretion granted to MAP herein, occurring in the past, present or future to the full extent allowable by law. Parents hereby acknowledge, understand and agree that in taking part in the Activities, there is a possibility of physical illness or injury and that the Parent and the Participant are assuming the risks involved in such participation and that they have entered into this Agreement of their own free will and relying upon their own judgment and have had the opportunity to seek advise of counsel and have not been induced to enter into this Agreement by any statement, act, or representation of any kind or character on the part of MAP, except as set forth herein.

An attempt will be made to notify the Parents if the Participant requires medical treatment arising from the Activities, or otherwise, as quickly as is reasonably possible under the particular circumstances. IN CASE OF EMERGENCY, Parents hereby give permission to transport or arrange for the transportation of the Participant to the nearest hospital for emergency treatment, where Participant may receive emergency care upon recommendation of a qualified physician.

In order to assist MAPP in the supervision of the Participant, Parents and Participant must provide the following information:

1. Is Participant taking any prescriptions or over the counter medicine at present? Please list all such prescriptions and over the counter medications and state the reason such prescriptions and medications were prescribed:

NO YES: _____

3. List Participant's current medications and specific directions:

NONE ANY - _____

5. Does participant have any other allergies (food, bee sting, etc.)? if so, please list all such allergies

NO YES - _____

7. Does Participant have any illness, injury, physical limitations, absence of organ, etc. that may affect or limit Participant's participation in the activities?

NO YES - _____

2. MAP is hereby directed to allow the Participant to take medications as directed by the Parents and Participant's physician. Parents and/or Participants must bring medications in original containers with name, content, unit dose, directions, plus prescribing physicians name and phone. These instructions must accompany each medication brought to the activities. MAPP will dispense the medication brought for the Participant, plus aspirin, non-prescriptive pain reliever and cough syrup upon the Parents' written request only and following the written instructions of the Parents or prescribing physician, as the case may be.

Please initial: _____

4. Is Participant allergic to any medications? If so, please list all such medications

NO YES - _____

6. Does Participant require a medically prescribed diet? If so, please describe in detail and set forth any special instructions:

NO YES - _____

8. Has Participant ever experienced any loss of consciousness, shortness of breath, seizure, concussion or significant sports related injury?

NO YES - _____

THE ABOVE INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL. PLEASE FEEL FREE TO ASK QUESTIONS AT ANY TIME. THANK YOU FOR PROVIDING VALUABLE INFORMATION FOR YOUR CHILD'S WELL-BEING. POMPON PARTICIPANTS WHO NEED TO BE TAPED DAILY, SHOULD BRING TAPE AND PRE-WRAP FOR OUR ATHLETIC TRAINERS. BEE STING KITS SHOULD BE CARRIED AT ALL TIMES BY THOSE PARTICIPANTS WHO ARE HIGHLY ALLERGIC.

I AGREE THAT POMPON MAY UTILIZE THE LIKENESS OF MY CHILD USED ON VIDEO TAPE/PHOTOS FOR PROMOTIONAL PURPOSES AND THAT NO COMPENSATION SHALL BE DUE FOR THE USE OF SUCH LIKENESS.

_____/_____/_____
Parent or Guardian Name Parent or Guardian Signature Date

_____(_____)_____
Parent email address Participant email address Parent Phone

Home Address City State Zip

Health Care Provider Health Care Policy Number Name on Card

_____/_____/_____
Participant: Birth date Graduation Year Emergency/Alternate Contact (name) Emergency Contact Phone

- Thank You -