

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK
AGREEMENT FOR MINOR PARTICIPANTS
PARENTS/GUARDIANS MUST READ AND COMPLETE BEFORE**

MAPP ALL STAR TEAM
2018/2019

In consideration of _____ (participants name), my child/ward ("my child"), being allowed to participate in any way in MAPP programs ("Program"), related events and activities:

1. I agree and acknowledge, on behalf of myself, my spouse and my minor child, that activities undertaken in the Program, necessarily involve the risk of injury, up to and including the risk of disability and/or death, despite the use of safety equipment, rules and procedures.
2. On behalf of myself, my spouse and my minor child, I hereby knowingly and freely understand, accept and assume all risks involved in my child's participation in the Program, both known and unknown, and whether arising as a result of accidental circumstances or negligence. I hereby release and forever discharge Mid American Pom Pon ("MAPP"), its officers, employees, and/or agents and representatives from any and all liability for my child's participation in the Program. I hereby assume full responsibility for my child's participation and safety in the Program.
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. 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.
4. I, on behalf of myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE MAPP, 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 from ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH, or loss or damage to person(s) or property arising from my child's involvement or participation in the Program, WHETHER THE RESULT OF THE NEGLIGENCE OR OTHERWISE, and to the fullest extent permitted by law.
5. I, on behalf of myself, my spouse and my minor child, as well as my/our heirs, assigns, personal representatives and/or next of kin, hereby INDEMNIFY and HOLD HARMLESS MAPP, as well as MAPP's officers, directors, agents, employees and/or representatives, to the fullest extent provided for by law, from any and all liability for injury and/or damages, including attorney fees and costs incurred, even if arising from negligence, including bodily injury, personal injury, emotional distress and/or injury, and/or property damage, which may result from my minor child's participation in the Program. In the event that a settlement is proposed to resolve damages allegedly resulting from this Agreement, such settlement shall be approved by both MAPP and me.
6. MAPP shall not be responsible for damages caused by cancellation, interruption and/or termination of any event scheduled in connection with the Program due to unforeseen events which require a cancellation of the Program due to the safety and/or health risks to the welfare of the participants (i.e. the receipt of threats, alarms, severe weather, unsafe conditions of facilities, and/or communicable illnesses such as Norovirus outbreak, water or airborne illnesses). I understand and agree that in such event(s), I retain responsibility for full payment of any and all fees, tuition and/or other compensation due to MAPP for my child's enrollment in the Program.
7. I hereby give MAPP and/or their licensees, successors, legal representatives, and/or assigns, the absolute and irrevocable right and permission to use my name and to use, reproduce, edit, exhibit, project, display, copyright, publish and/or resell photography images, moving pictures and/or videotaped images of me and/or my child, with or without voice and/or in which I may be included in whole or in part, on such dates and times and in such manner as MAPP may reasonably determine in its sole discretion. I further authorize MAPP and/or its licensees, successors, legal representatives, and/or assigns to circulate the same in all forms and media for art, advertising, trade, marketing, competition and/or any other lawful purpose whatsoever in perpetuity and at any desired location. I hereby agree and acknowledge that MAPP retains all right, title and interest, including copyright in and to any and all such materials without limitation. I hereby waive any right that I may have to inspect, approve and/or control such materials, whether editorial, testimonial, advertising, printed copy, video, photographic, soundtrack, or otherwise.

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 POM PON, INC. NO LATER THAN TWO (2) WEEKS PRIOR TO AN INDIVIDUAL'S PARTICIPATION IN ANY MID AMERICAN POM PON, 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 Pom Pon, Inc. (MAPP) allowing participant to participate in one or more All Star activities, Summer Camps, Competitions or other organized events involving Pom Pon (collectively "Activities") for a period of one year from today's date, / ____/ ____ do hereby agree to indemnify, protect, defend, save, release and hold harmless MAPP, including its agents, employees, representatives, volunteers, officers, directors, shareholders, successors and assigns (collectively "MAPP 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 MAPP Representatives in any way relating to or arising out of the Activities and/or Participants' participation therein, and/or the exercise of any author or discretion granted to MAPP Representatives 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 advice 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 MAPP Representatives, 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:

- 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:_____
- MAPP 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:_____
- List Participant's current medications and specific directions: NONE:_____ ANY- _____
- Does participant have any other allergies (food, bee sting, etc.)? If so, please list all such allergies.
NO: _____ YES - _____
- 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 - _____
- Is Participant allergic to any medications? If so, please list all such medications
NO: _____ YES - _____
- Does Participant require a medically prescribed diet? If so, please describe in detail and set forth any special instructions:
NO: _____ YES - _____
- Has Participant ever experienced any loss of consciousness, short- ness 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. POM PON 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.

_____ 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	_____ Emergency/Alternate Contact (name)	(____)_____ Emergency Contact Phone
_____ Graduation Year		