



Peacocks

American Drum Major Competitions

PARTICIPANT LIABILITY RELEASE AND WAIVER FORM

To be completed by ALL PARTICIPANTS



Name/Minor's Name _____

Name of Minor's Parent/Legal Guardian _____

Address _____

School /Team Name _____

City, State, Zip _____

Division Field Conducting/Parade Apprentice, Majors, Masters

Phone Number (_____) _____

Event Location Various

E-Mail Address _____

Event Date ADMC 2023 Season

Liability Release: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____, as parent or legal guardian of _____, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow me and/or Minor to participate in the competition circuit ("Event") to be conducted by Varsity Spirit LLC ("Varsity Spirit"). I, on my own behalf and/or on behalf of Minor, further agree to release and to hold harmless Varsity Spirit, Varsity Spirit's corporate sponsors (hereinafter "Sponsors"), the hosting site on whose premises the Event will occur and/or the online platform through which the Event is being conducted if all or any part of the Event is conducted virtually (hereinafter the "Location"), the affiliates and brands of Varsity Spirit and the respective directors, officers, representatives, members, agents and employees of Peacocks Marching World (PMW), Peacocks American Drum Major Competitions (ADMC), the United Spirit Association (USA), or Varsity Performing Arts (VPA) (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that I and/or Minor may incur or sustain during the Event, all activities associated with the Event, and while traveling to and from the site for the Event or any other location from which I and/or Minor is participating in the Event, whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by me and/or Minor or by any other persons on the account of damages of any character resulting to me and/or Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

Supervision: An Adult (age 21 and over) is required to attend the Event with participants. This Adult will be responsible for the participants at all times. The Releasees are not responsible for participants' supervision.

I, on my own behalf and/or behalf of Minor, understand that Sponsors may distribute samples of their products at the Event.

Appearance Agreement: I understand that as participant and/ or a spectator at the Event that I and/or Minor may be included in recordings, streaming, videotapes, photographs, DVDs, podcasts and videocasts taken during the Event. Therefore, without reservation or limitations, I, on my own behalf and/or on behalf of Minor, hereby assign, transfer and grant to Releasees and their successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and / or videotape me and/or Minor and to utilize such videotapes and photographs and my and/or Minor's name, face likeness, voice and appearance as a part of the Event or in any other media now in existence or hereafter developed, in advertising and promoting the Event, in advertising and promoting similar future events or in advertising and promotions relating to Releasees without reservations and limitations. I further understand that neither Varsity Spirit nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve any materials related thereto.

Medical Release: I, on my own behalf and/or on behalf of Minor, acknowledge and agree that such participation subjects me and/or Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/ or death) and that I, on my own behalf and/or on behalf of Minor, acknowledge that I and/or Minor is assuming the risk of such illness or injury by participating in the Event. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of me and/or Minor for any illness or injury that I and/or Minor may sustain during the Event and while traveling to and from the site for the Event or the location from which I and/or Minor is participating in the Event, whether or not the Event actually occurs.

I represent that any medication to which I and/or Minor is allergic or medications that I and/or Minor is currently taking are listed below. I agree that I and/or Minor shall bring medications which I and/or Minor is currently taking to the Event and shall consume the prescribed dosage for such medications.

COVID-19 Assumption of Risk and Release: You acknowledge that you are aware that participants are not required to prove immunization against COVID-19 or to wear masks, unless required to do so by state or local guidelines, in order to participate or attend the Event, and that certain risks associated with exposure to COVID-19 may exist at the Event. On behalf of myself and/or as the parent or legal guardian of Minor, by participating and/or allowing Minor to participate, and by signing this Participant Release and Waiver Form, I, on my own behalf and/or on behalf of Minor, am assuming all risks, responsibility and liability concerning my and/or Minor's health and safety and possible exposure to COVID-19 in connection with the Event.

I, on my own behalf and/or on behalf of Minor, agree to release and to hold harmless Releasees, from any and all liability, whether caused by negligence of the Releasees or otherwise, for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or associated with my and/or Minor's participation at the Event and my and/or Minor's possible exposure to COVID-19.

I on my own behalf and/or on behalf of minor, hereby warrant that I have read this Participant Release and Waiver form in its entirety and fully understand its contents. I, on my own behalf and/or on behalf of minor am aware that this Participant Release and Waiver form releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption that nothing in this Participant Release and Waiver form constitutes a guarantee that the Event will occur. I, on my own behalf and/or on behalf on Minor have signed this document voluntary and of my own free will.

Signature/Signature of Parent or Legal Guardian: X _____ Date: _____

Relationship to Minor: _____

Minor Birthdate: _____