



PARTICIPANT RELEASE AND WAIVER FORM

Minor's Name _____ Name of Parent or Legal Guardian _____
Address _____ School /Team Name _____
City, State, Zip _____ Division ADMC/USA Drum Major Divisions
Phone Number (_____) _____ Event Location Online/Virtual Competitions
Email _____ Event Date 2021 Competitive 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 Minor to participate in this virtual event, competition, class and/or camp ("Event") to be conducted by Varsity Spirit LLC ("Varsity Spirit"). I, in my own behalf and on behalf of the Minor, further agree to release and to hold harmless Varsity Spirit, Varsity Spirit's corporate sponsors (hereinafter "Sponsors"), the online platform through which the Event is being conducted (hereinafter the "Location"), the affiliates of Varsity Spirit, and the respective directors, officers, representatives, members, agents and employees of Peacocks Marching World (PMW), Peacocks American Drum Major Competitions (ADMC), United Spirit Association (USA/USA Band) and the respective directors, officers, representatives, members, agents and employees of the preceding parties (hereinafter collectively "Releasees") from any and all liability, whether caused by the 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 minor may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the location from which the Minor is participating in the Event. 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 Minor or by any other persons on the account of damages of any character resulting to 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.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledge that nothing in this Liability Release constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: _____ **Date:** _____

Appearance Agreement. I understand that as a participant in the Event, the Minor may be included in recordings, streaming, videotapes, photographs, DVDs, podcasts, and videcasts taken during the Event. Therefore, without reservation or limitations, I, in my own behalf and on behalf of the Minor, hereby assign, transfer and grant to Varsity Spirit, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape the Minor and to utilize such videotapes and photographs and Minor's name, face, likeness, voice and appearance as a part of the Event, in advertising and promoting the Event or in advertising and promoting similar future events or in advertising and promotions related to Varsity Spirit, and for any other use or purpose whatsoever, 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. I, in my own behalf and on behalf of the Minor, waive any right to inspect or approve materials related thereto.

Medical Release. I, in my own behalf and on behalf of the Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf and on behalf of the Minor, acknowledge that the 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 the Minor for any illness or injury that the Minor may sustain during the Event and while traveling to and from the location from which the Minor is participating in the Event, whether or not the Event actually occurs.

Supervision. An adult (age 21 or older) is required to be present with all minor participants during preparation for and during the conduct of the Event. This adult will be responsible for the minor participants at all times including but not limited to practice outside of Event and during the conduct of the Event. The Releasees are not responsible for participants' supervision at any time and in connection with the Event.

I, in my own behalf and on behalf of the Minor, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, in my own behalf and on behalf of the Minor, am aware that this Participant Release and Waiver Form releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of the Minor, further acknowledge that nothing in this Participant Release and Waiver Form constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of the Minor, have agreed to this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: _____ **Date:** _____

Relationship to Minor _____ Minor Birthdate _____

I, identified above as Minor, acknowledge that I have read this Release and Waiver form.

Signature of Minor: _____ **Date:** _____