

UKnight Training Center – Participant Waiver

Participant Agreement; Publicity Release (Pg1), Release of Liability & Voluntary Assumption of Risk (Pg2)



Participant Athlete (Adult Athlete or Minor):

Name: _____ Date of Birth _____
Address: _____ Cell #: _____
City, St. Zip: _____ Home Phone: _____
Email: _____

Guardian (if Athlete under age 18):

Mother's Name: _____
Email: _____ Cell #: _____
Father's Name: _____
Email: _____ Cell #: _____

Other Emergency Contact:

Publicity Release

Name: _____ Phone: _____

The Minor Participant/Athlete, indicated above, and the parent(s) and/or legal guardian(s) of the Minor Participant, also listed above (the "Guardian"), as material consideration for the Athlete's/Minor Participant's participation in cheerleading, gymnastics, tumbling, dance, baseball, basketball, volleyball, aerobics, karate, fitness classes, and other athletic instruction, practice, competition and party/event ("Activity") with the UKnight Cheer and Fitness LLC dba UKnight Training Center (from here on referred to as UKnight Training Center) expressly and freely agrees as follows:

1. Guardian/Athlete has executed the **RELEASE OF LIABILITY & VOLUNTARY ASSUMPTION OF RISK** (Page 2 of this document), on behalf of themselves and the Minor Participant.
2. Guardian/Athlete does hereby on their own behalf and on behalf of the Minor Participant, grant UKnight Training Center and their respective Parents, Subsidiaries, Agents, Successors and Assigns (collectively, the "UKnight Training Center") the irrevocable right and permission to photograph, videotape or otherwise record me or the Minor Participant in connection with the Activity, and to use the photograph or recording ("Photograph") for all purposes, including commercial, advertising, and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. Guardian and Minor Participant I waive any right to inspect or approve the use of the Photograph and acknowledge and agree that the rights granted by this Release are without compensation of any kind. Guardian acknowledges and agrees that they nor the Minor have no right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of UKnight Training Center. Guardian hereby releases and discharges UKnight Training Center from any-and-all claims and demands arising out of or in connection with the use of the Photographs, including but not limited to any-and-all claims for invasion of privacy or right of publicity.

I HAVE READ AND UNDERSTAND THE FOREGOING PARTICIPANT AGREEMENT; PUBLICITY RELEASE, RELEASE OF LIABILITY & VOLUNTARY ASSUMPTION OF RISK (PAGE 1&2) AND ACCEPT AND AGREE TO ITS TERMS.

Signature: _____ Date: _____
Guardian or Athlete/Participant age 18 or older

Printed Name of Guardian: _____ Printed Name of Minor Participant: _____

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OFFICE USE ONLY:

_____ Trial Tumbling Class _____ Team Tryouts _____ Clinic/Camp/B-Day
(Date, Class, Day, Time and, Instructor) (Cheer/Dance/Spring/Basketball/Volleyball)
_____ Group Classes _____ Gym Use by a Group _____
(Start Date, Class, Day, Time and, Instructor) (Group Name)
_____ Private Lesson(s) _____ Open Cages/Open Gym/Other
(Start Date, Private Type, Day, Time and, Instructor)

_____ Entered Waiver _____ Annual Registration Contract _____ Setup Auto Pay _____ Added to Roster

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4304 Metric Drive, Winter Park, FL 32792 * 407-679-6620/407-960-4934 * UKnightTC@gmail.com - www.UKnightTrainingCenter.com

UKnight Training Center – Participant Waiver

Participant Agreement; Publicity Release (Pg1), Release of Liability & Voluntary Assumption of Risk (Pg2)

Release of Liability & Voluntary Assumption of Risk

I, _____, the Participant Athlete (age 18 or over) or the parent and/or legal guardian of the Minor
Print name of Guardian or (Athlete age 18 or older)

Participant (the "Guardian"), as material consideration for _____, a participant under the
Print name of Minor Participant or (Athlete age 18 or older)

age of 18 (the "Minor Participant" or the "Minor"), being allowed to participate in cheerleading, gymnastics, tumbling, dance, baseball, basketball, volleyball, aerobics, karate, fitness classes, and other athletic instruction, practice, competition, and party/event ("Activity") with the UKnight Cheer and Fitness LLC dba UKnight Training Center (from here on referred to as UKnight Training Center) expressly and freely agrees as follows:

1. Guardian is allowing the Minor to participate in the Activity. Guardian acknowledges that Guardian has authority to immediately terminate the Minor's participation in the Activity if the Guardian observes anything deemed unsafe and agrees to immediately alert the UKnight Training Center management of any such observations. 2. The Athlete/Guardian represents that the Athlete/Minor is in good health and does not have any health or mental/physical impairments or conditions that would be aggravated by participating in the Activity or that make such participation unsafe or otherwise inappropriate for the Athlete/Minor, or other participants. Guardian further acknowledge and understand that the Guardian will be responsible for any-and-all medical and related bills that may be incurred on behalf of the Athlete/Minor for any illness or injury that the Athlete/Minor may sustain during or as a result of the Activity and while traveling to and from the site of UKnight Training Center or any other sites for the Activity including but not limited to camps, clinics, competitions and/or other sports, cheerleading or dance activity. 3. The Athlete/Guardian **WAIVES, RELEASES and FOREVER DISCHARGES** any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that he or she, the Minor, or any other parent/guardian of the Minor now or hereafter may have or claim to have against UKnight Training Center and their respective Owners, Subsidiary Companies, Insurers, Directors, Officers, Employees, Staff, Volunteers, Agents, Successors, Assigns (collectively, the "UKnight Training Center") resulting from any Inherent Risk involved with the Activity. The term "**INHERENT RISK**" shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the Activity provider acts with due care in a reasonably prudent manner. Examples of such **INHERENT RISKS** include, but are not limited to; sprains, strains, cuts, bruises, broken bones, or other physical injuries, including injury resulting from negligent or intentional acts of the Minor or other minor participants and/or more serious injuries or illness. **INHERENT RISKS** additionally include a failure by the Activity provider to warn Athlete/Guardian or Minor of a specific **INHERENT RISK**. Guardian acknowledges, understands, and appreciates that there are **INHERENT RISKS** involved in the Activity. 4. Guardian **RELEASES and HOLDS** UKnight Training Center **HARMLESS** from and against any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits, whether foreseen or unforeseen, present, or future, known or unknown, that the Minor, the Athlete/Guardian, or any other parent/legal guardian of the Minor may have or assert as arising from the **INHERENT RISKS** of the Activity, including those for personal injuries, illness, death or damage to or loss of property. 5. In the event the Minor is injured while participating in the Activity or under the supervision of UKnight Training Center, Guardian hereby authorizes UKnight Training Center and/or its employees to obtain necessary medical treatment for the Minor This Waiver and Release is intended to be only as broad and inclusive as permitted by Florida Statute Section 744.301. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by such statute.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FLORIDA STATUTE SECTION 744.301
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES AND THEIR PARENTS SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES AND THEIR PARENTS SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES (AND ITS EMPLOYEES, VOLUNTEERS, AGENTS) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Signature: _____ **Date:** _____

Guardian or Athlete/Participant age 18 or older

Printed Name of Minor Participant: _____ **Printed Name of Guardian:** _____

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