

**2017 CHEERLEADING AND DANCE
WORLDS CHAMPIONSHIP/
ICU WORLD CHAMPIONSHIP
Adult Release / Waiver Form**

RELEASE/WAIVER FORM

Please mail the original signed form. No Copies.

Adult's Name _____
(Please Print)

Team Name _____

Address _____

City _____ St _____ Zip _____

Phone _____

Email _____

TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING

As used below, "Varsity" shall mean Varsity Spirit Corporation and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing; "Disney" shall mean Disney Destinations, LLC, Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, successors and assigns of each of the foregoing; "USASF" shall mean United States All Star Federation and "ICU" shall mean International Cheer Union.

RESPONSIBILITY FOR DEBTS/DAMAGES: I hereby agree to assume full responsibility for the payment of all debts incurred by me during my visit to the *Walt Disney World*® Resort and to reimburse Disney for any damages suffered by Disney due to acts by me during that visit.

LIABILITY RELEASE: In consideration of my participation in the cheerleading, dance or other activities conducted by Varsity at the *Walt Disney World*® Resort on or about April 23 - May 4, 2017 pursuant to the 2017 Cheerleading and Dance Worlds Championship (the "Event"), I agree to assume all of the risks inherent in any such activities (which risks may include, among other things, muscle injuries, broken bones and other risks from falls), and, on behalf of myself and my heirs, executors and administrators, I release and forever discharge Disney, Varsity, USASF, ICU and the Event officials, corporate sponsors and production staff of and from all claims, judgments, losses, liabilities, damages, costs and expenses of any nature ("Claims") arising out of or in any way connected with my participation in the Event and/or any activities conducted at the Event and/or otherwise occurring during the course of my travel to or from the *Walt Disney World*® Resort for the Event; and I further agree to defend, indemnify and hold harmless Disney, Varsity, USASF, ICU, and the Event officials, corporate sponsors and production staff from and against any and all such Claims, including, without limitation, attorneys' and other professionals' fees and costs. I understand that this release and indemnity agreement includes, without limitation, any Claims based on the negligence, action or inaction of Disney, Varsity, USASF, ICU, or any Event officials, corporate sponsors or production staff, except for gross negligence, and covers personal and bodily injury (including death), and property damage, whether suffered by me before, during or after my participation in the Event, and covers any claim from the lawful publication or any other lawful use of any photograph, videotape or narrative in any media. I acknowledge that Disney makes no representations or warranties, either express or implied, regarding the condition or suitability of the venue for the Event. This release and indemnity shall be governed by the laws of the State of Florida.

X _____
Adult Signature _____ **Date** _____ **Witness** _____ **Date** _____

SUPERVISION: I acknowledge that Disney and Varsity are not responsible for supervising me.

APPEARANCE AGREEMENT: I understand that Varsity will arrange for photography during the Event which may include me and that Varsity will arrange the proposed television program, videotapes, DVDs, podcasts and videocasts that may feature the Event (the "TV Program"). I further understand that the TV Program may be televised at any number of television networks, and may be televised elsewhere throughout the world for an unspecified number of runs. I hereby grant Disney, Varsity, USASF, ICU, their successors, assignees, licensees, sponsors and television networks and all other commercial exhibitors the exclusive right to photograph and/or videotape me and further utilize my name, event participation, hometown, face, likeness, voice and appearance as part of the TV Program, in DVDs, podcasts and videocasts or in any other media now in existence or hereafter developed, in advertising and promoting the TV program and in advertising and promotions relating to Varsity or the *Walt Disney World*® Resort without reservation or limitation. In granting this license, I understand that neither Disney, Varsity, USASF, or ICU is under any obligation to exercise any of their rights, licenses and privileges herein granted. I waive any right to inspect or approve the program, promotion or copy.

RESPONSIBILITY DISCLOSURE NOTICE: Varsity acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Varsity. Varsity shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Varsity. Varsity shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is recommended that each participant in this tour have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by signing this consent form. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Varsity and any person other than the passenger and any person claiming by or through the passenger.

Adult's Name _____
(Please Print)
Team Name _____

LIABILITY RELEASE: I authorize Disney and/or Varsity to procure at my expense any medical care reasonably required by me during my visit at hospitals or facilities chosen by Disney and/or Varsity. I have listed below any medication that I am currently taking. I will ensure that I bring the medication with me to the *Walt Disney World®* Resort and that I am responsible for taking the medication. I have also listed below any medications I am allergic to.

Medications I am taking (if any): _____

Medications I am allergic to (if any): _____

Gym and Team Name: _____

This Release/Waiver shall be governed by the laws of the State of Florida.

X _____
Adult Signature **Date** **Witness** **Date**

EMERGENCY INFORMATION: (Not traveling with the adult)

Name: _____ Address: _____

Telephone: (_____) _____ (home) (_____) _____ (work)

**EVERY COACH/GYM OWNER PARTICIPATING IN THE EVENT MUST COMPLETE THIS FORM
AND MAIL IT TO USASF'S OFFICE BY APRIL 7, 2017.**