

RCCG Release Agreement

This release agreement (“agreement”) is made effective as of ____/____/____ (date) by and between River City Cheer & Gymnastics

and _____(Customer(s)):

RECITALS

- RCCG provides instruction and services related to gymnastics, cheerleading and tumbling.
- Customer(s) wish for _____ (student) to receive such instruction and services and has agreed to release RCCG as set forth below as part of the consideration for such instruction and services. NOW,

HEREFORE, the parties agree as follows:

1. Risk. Customer(s) understands that cheerleading and gymnastic activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and Customer(s) expressly and voluntarily assume all risk that subsequent to the execution of this Agreement, student will incur or suffer personal or bodily discomfort, loss, personal injury, disability, death, damage or property damage, or any of these, which are in some way caused by or related to the instruction, activities, or services provided by RCCG including but not limited to RCCG negligence or misconduct, and further, there is a risk that such bodily injury, discomfort, loss, bodily damage or disability, or any of these, may be or may become more serious than the undersigned now knows, expects or anticipates.
2. Release. In consideration of the covenants and provisions of this Agreement, Customer(s) forever release and hold discharge RCCG and its affiliates, representatives, employees, attorneys and agents from any and all claims, debts, liabilities, demands, obligations, promises, acts, costs, and expenses (including without limitation attorneys' fees and costs), injuries, damages, actions and causes of action of whatever kind of nature, including, but not limited to, RCCG' negligence or misconduct, whether known or unknown, suspected or unsuspected in connection with or relating to the instructions, activities, or services provided to the student by RCCG, including in travel, lodging or other activities undertaken off site which are sponsored by RCCG. Customer(s) agree and acknowledge that this release applies to both known and unknown claims. Customer(s) understand and agree that the activity they are participating in is not a “necessary” activity or service; it is for participants' own personal use only; it is a leisure activity only; and that it provides no medical or therapeutic benefits whatsoever.
3. Indemnity. Customer(s) hereby agree, jointly and severally, to indemnify, defend and hold RCCG harmless from and against any claim, cause of action, damage, death, liability, obligation, expense, lien, demand, account and/or costs (including payment of attorneys' fees and legal costs actually incurred whether or not litigation is commenced) based on, in connection with, or arising out of any bodily discomfort, loss bodily injury, disability, death or any damage of any nature whatsoever.
4. Emergency Medical Information. Customer(s) have provided all emergency medical information relevant to the student as outlined on the Information & Registration Form.
5. Attorneys' Fees. In the event that any party hereto shall bring any action, suit or any other proceeding against the other party, the prevailing party shall recover all of such party's reasonable attorneys' fees and costs from the non- prevailing party.
6. Integration. This Agreement constitutes a single integrated written contract expressing the entire agreement between the parties hereto relative to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements.
7. Law. This Agreement shall be governed by and shall be interpreted in accordance with Alaska Law.
8. Rules & Policies. Customer(s) agree to adhere by all the rules & policies posted by RCCG and listed on the “general policies” hand out that is located in the Parent Registration packet materials.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RIVER CITY CHEER & GYMNASTICS CUSTOMER(S):

By: _____
River City Cheer & Gymnastics

Parent