



CALIFORNIA SPIRIT RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("AGREEMENT") IS MADE EFFECTIVE AS OF ____/____/____ (DATE) BY AND BETWEEN CALIFORNIA SPIRIT, INC. AND _____ ("CUSTOMER(S)")

(PARENT OR LEGAL GUARDIAN)

RECITALS

- A. CALIFORNIA SPIRIT, INC. PROVIDES INSTRUCTION AND SERVICES RELATING TO CHEERLEADING.
- B. CUSTOMER(S) WISH FOR _____ (ATHLETE) TO RECEIVE SUCH INSTRUCTIONS AND SERVICES AND HAS AGREED TO RELEASE CALIFORNIA SPIRIT, INC. AS SET FORTH BELOW AS PART OF THE CONSIDERATION FOR SUCH INSTRUCTION AND SERVICES.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **RISK.** CUSTOMER UNDERSTANDS THAT CHEERLEADING ACTIVITIES HAVE INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. CUSTOMER EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK THAT, SUBSEQUENT TO EXECUTING THE AGREEMENT, ATHLETE 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 INSTUCTION, ACTIVITIES, OR SERVICES PROVIDED BY CALIFORNIA SPIRIT, INC.. FURTHER, THERE IS A RISK THAT SUCH BODILY INJURY, DISCOMFORT, LOSS BODILY DAMAGE OR DISABILITY, OR ANY OF THESE, MAY BE MORE SERIOUS THAN THE UNDERSIGNED KNOWS, EXPECTS, OR ANTICIPATES.
2. **RELEASE.** IN CONSIDERATION OF THE COVENANTS AND PROVISIONS OF THIS AGREEMENT, CUSTOMER FOREVER RELEASES AND DISCHARGES AND HOLDS CALIFORNIA SPIRIT, INC. AND ITS AFFILIATES, REPRESENTATIVES, EMPLOYEES, ATTORNEYS, AND AGENTS OF AND FROM ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, PROMISES, ACTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND NEGLIGENCE OR NON-WILLFUL ACTS OR OMISSIONS, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN CONNECTION WITH OR RELATING TO THE INSTRUCTION, ACTIVITIES, OR SERVICES PROVIDED TO THE ATHLETE BY THE RELEASEES" INCLUDING TRAVEL, LODGING, OR OTHER ACTIVITIES UNDERTAKEN OFF-SITE WHICH ARE SPOSED BY THE RELEASEES. CUSTOMER AGREES AND ACKNOWLEDES THAT THIS RELEASE APPLIES TO BOTH KNOWN AND UNKNOWN CLAIMS AND, UPON ADVICE OF CUSTOMER'S INDEPENDENT LEGAL COUNSEL, AGREES TO WAIVE THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542, AND ANY SIMILAR FEDERAL STATUTES, WHICH STATES AS FOLLOWS:
3. A GENERAL RELEASE DOES NOT EXTENE TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
4. **INDEMNITY.** CUSTOMER(S) HEREBY AGREE, JOINTLY AND SEVERALLY, TO INDEMNIFY, DEFEND AND HOLD CALIFORNIA SPIRIT, INC. HARMLESS FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, 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.
5. **EMERGENCY MEDICAL INFORMATION.** CUSTOMER(S) HAVE PROVIDED ON EXHIBIT A ATTACHED HERETO ALL EMERGENCY MEDICAL INFORMATION RELEVANT TO THE ATHLETE.
6. **ARBITRATION.** EXCEPT FOR MATTERS WITHIN THE PURVIEW OF THE CALIFORNIA SMALL CLAIMS COURT ACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, OR THE MAKING, PERFORMANCE, OR INTERPRETATION OF IT, SHALL BE SETTLED BY ARBITRATION IN ALAMEDA COUNTY PURSUANT TO THE CALIFORNIA ARBITRATION ACT, CCP § 1280, *et seq.*, AND JUDGEMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER OF THE CONTROVERSY.
7. **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.
8. **LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE INTERPRETED IN ACCORDANCE WITH CALIFORNIA LAW.
9. **RULES & POLICIES.** CUSTOMER(S) AGREE TO ADHERE BY ALL THE RULES AND POLICIES POSTED IN THE CALIFORNIA SPIRIT, INC. FACILITY AND LISTED ON THE "RULES & POLICIES" HAND OUT THAT IS LOCATED ON THE BACK OF THE MONTHLY SCHEDULE, WRITTEN IN THE "ALL-STAR PARENT GUIDE" OR GIVEN TO THE CUSTOMER(S).

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

CALIFOTNIA SPIRIT INC.

A CALIFORNIA CORPORATION

BY _____ DATE: _____
(PARENT) (ATHLETE)

MAKE SURE YOU HAVE COMPLETED THE EMERGENCY MEDICAL INFORMATION FORM THAT MUST ACCOMPANY THIS FORM.