

Omni Elite Athletix Participant Release and Waiver Form

Every participant must have a completed and signed release form to turn in on the first day of practice, camp, class, or event.

Minor Name	Name of Parent/Legal Guardian	Date
Address	Parent/Legal Guardian Cell Phone #	Birthdate and Age of Athlete
City, State, Zip	School/ Group	Phone Number
Email Address	City, State, Zip	

Liability Release: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____, as a parent or legal guardian of _____, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to participate in the above practice, class, camp or event to be conducted by Omni Elite Athletix, LLC or Omni Elite Foundation. I, in my own behalf and/or on behalf of the Minor, further agree to release and to hold harmless Omni Elite Athletix, LLC, Omni Elite Foundation and Corporate Sponsors (hereinafter "Sponsors"), Housing Sites (Omni Elite Athletix gym, university, hotel, convention center, high school) on whose premise the practice, camp, class or event will occur (hereinafter "Location") the affiliates of Omni Elite Athletix, LLC or Omni Elite Foundation, the location and the respective directors, officers, representatives, members, agents, and employees of Omni Elite Athletix, LLC, Omni Elite Foundation, sponsors, the location and their respective affiliates (hereinafter collectively "Releases") from any and all liability, whether caused by negligence of the Releases or otherwise for any claim, judgement, loss, liability, cost and expense (including, without limitations, attorney's fees and costs) arising out of or connected with any activity or event, including any claim arising out of or connected to any illness or injury (minimal, serious, catastrophic, and/or death) the Participant and/or a Minor may incur or sustain during a practice, class, camp, or event and all activities associated while traveling to and from the site whether or not the activity or event actually occurs. I further expressly agree to indemnify and hold harmless Releases and Releases' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by the Participant or Minor or by any other persons on the account of damages of any character resulting to Participant or Minor in anyway from the forgoing activities. I further agree to reimburse and make good to Release any loss of costs Releases may have to pay as a result of such action, claim or demand.

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

Signature X _____ **Date** _____

Medical Release: I, in my own behalf as participant and/or on behalf of the Minor, acknowledge and agree that such participation subjects Minor and/or Participant to the possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf of Participant and/or on behalf of the Minor, acknowledge that the participant or minor is assuming such risk of illness, or injury by participating in the practice, class, camp or event. In the event of such illness or injury, I authorize Omni Elite Athletix, LLC and Omni Elite Foundation to obtain necessary medical treatment of Minor and hereby, on my own behalf and/or on behalf of the Minor, release and hold harmless Releases in the exercises of this authority. 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 myself (the Participant) or Minor for any illness or injury that the Participant or Minor may sustain during the Practice, Class, Camp or Event and while traveling to and from the site for the Practice, Class, Camp or Event whether any of them actually occur. Participant and/or Parent/ Guardian of Minor hereby releases any liabilities, claims, cost and damages that arise or may hereafter arise on account of any first aid medical treatment or service rendered to Minor or Participant in connection with the activity. Minor or Participant will take for herself or himself any appropriate precautions or medications to treat and/or reduce the likelihood of exacerbating and pre-existing health conditions, or insect, food, or medication allergies. I will not hold Omni Elite Athletix or its agents liable if my child or any family member contracts any disease such as but not limited to flu, viral infections, coronavirus, staph infections, lice, etc.

Photo Release: For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby grant Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation permission to use My Child's likeness in a photograph in any and all of its publications and social media, including but not limited to all of Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation's printed and digital publications. I understand and agree that any photograph using my child or my likeness will become property of Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation and will not be returned. I acknowledge that since my participation with Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation is voluntary, I will receive no financial compensation. NO athlete is allowed to text a coach directly or follow a coach on Social Media. The same applies to Omni Elite Athletix Coaches. Coaches will not text an athlete directly, through social media or follow an athlete on social media. Communication will be handled through the Gym's Band App or Omni Elite Athletix social media pages only. I hereby irrevocably authorize Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein My Child's likeness appears. Additionally, I waive any right to royalties or other compensation arising out of, or related to, the use of the photograph. I hereby hold harmless and release and forever discharge Omni Elite Athletix-All Star Cheerleading and Tumbling and/or Omni Elite Foundation from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Gym Rules: Individuals (Including current, former and Omni Elite Student-Athletes, Non Omni Elite Coaches or Non Omni Elite Employees) should not under any circumstance use any equipment (other than the 1 designated spring floor) including but not limited to the Tumble Track, Barrels, Wedges, Bars, Beams, Panel Mats, etc without direct supervision of an agent, administrator, employee, coach or director of Omni Elite Athletix, LLC. Parents of student athletes are not permitted in the Omni Elite Athletix Gym area for any reason unless directly invited in by an agent, administrator, employee, coach or director of Omni Elite Athletix, LLC.

Other: This release shall be binding and legally enforceable against Participant and/or Parent or Guardian of the Minor and Participant's and Parent or Guardian's heirs, executors, administrators, and legal representatives. This release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event that any clause or provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release.

I, on my own behalf as a Participant and/or on behalf of the Minor, 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/or on behalf of the Minor, am aware that this Participant Release and waiver form releases Releases from liability and contains acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, on my own behalf and/or on behalf of the Minor, further acknowledge that nothing in this Participant Release and Waiver Form constitutes a guarantee that the Practice, Class, Camp or Event will occur. I, on my own behalf and/or on behalf of the Minor, have signed this document voluntarily and of my own free will.

Signature of Participant (over age of 18) or Parent or Legal Guardian of Minor : **X** _____ **Date:** _____

Relationship to Minor: _____ TRIAL CLASS: Time _____ LEVEL _____

