

**RELEASE and LIABILITY WAIVER**

The undersigned has requested that the below named person be enrolled as a student with Apex Athletics, Inc. and that the student receive instruction in cheerleading, dance and/or tumbling/gymnastics. The undersigned is aware that these activities are hazardous activities and that the student could be seriously injured or killed. The student is voluntarily participating in these activities, with knowledge of the danger involved and agrees to assume any and all risks of bodily injury, death or property damage, whether those risks are now known or unknown.

The undersigned forever releases Apex Athletics, Inc. and its officers, employees, contractors, agents, consultants, and representatives from any and all actions, claims or demands that they or the student may now have, or may have in the future, for injury, death, or property damage related to the below named student's participation in the above described activities or such other ancillary activities of Apex Athletics, Inc. (including all travel and travel accommodations), negligence or other acts (whether directly connected to these activities or not and however caused), and the condition of the premises where these activities occur, whether or not the student is participating in the activities at the time of injury. The undersigned and/or student agree not to make a claim against or sue Apex Athletics, Inc. and/or its officers, employees, contractors, agents, consultants, and representatives for any of the matters stated above.

The undersigned states that he or she has no knowledge of my medical conditions of the student which could put the student at risk of injury or harm when engaging in the above described activities and has fully disclosed, in writing to Apex Athletics, Inc. certain health conditions such as asthma that could cause complications during physical exertion.

This release and waiver of liability shall be binding upon the undersigned and student's heirs, distributes, guardians, next of kin, spouse, and legal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND CONTENTS. I AM AWARE THAT THIS IS A FULL AND COMPLETE RELEASE OF LIABILITY OF APEX ATHLETICS, INC. AND I AND THE STUDENT HEREBY ASSUME THE RISKS OF INJURY OR DEATH BY PARTICIPATING IN SUCH ACTIVITIES.

Executed at Des Moines, Polk County, Iowa  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Student

\_\_\_\_\_  
Parent/Guardian

**RELEASE OF PHOTOGRAPHS**

I authorize Apex Athletics, Inc. to allow photographs of my child to appear on the Company's website, fliers, news announcements, and marketing materials. I understand that photographs of my child may appear in publications such as newspapers or community bulletins. Such photographs may be available world-wide to anyone using the internet. I understand that Apex Athletics, Inc. cannot protect my photographs of my child from unauthorized uses or copyright violations. I agree to hold Apex Athletics, Inc. and each of it's employees, owners, and contractors, harmless from any unauthorized uses or copyright violations arising from the publications of photographs of my child.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date