

Name: _____

School: _____ Grad Year: 20 _____

Email: _____

Home Phone: _____ Cell: _____

Address: _____

City: _____ State: _____ Zip: _____

Please register online for this event at www.apucheer.com under the College Prep Day.

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| APU ATHLETIC DEPARTMENT | College Prep Day Participant's Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement |
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In consideration of being permitted to participate in the College Prep Day sponsored by the Office Of Athletic Department at Azusa Pacific University, on Saturday, November 7th, 2009. I, _____, (printed name of participant) hereby voluntarily agree to release, waive, and agree not to sue Azusa Pacific University, its officers, employees, agents, volunteers, or co-sponsors of the program, for any and all claims, damages, costs, attorney's fees, or causes of action which I have or may have in the future, as a result of damages or injuries relating to the Outdoor activities or travel to and from the activity, arising out of or incident to any negligent act or omission by Azusa Pacific University, its officers, employees, agents, volunteers, or co-sponsors of the Program. I knowingly and voluntarily give up valuable legal rights, including the right to sue. I am aware that gymnastics and cheerleading are vigorous sport activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active and participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be lifted by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the Program, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by Azusa Pacific University, including all acts of negligence of Azusa Pacific University. I, the negligence of others, or by the negligence of Azusa Pacific University, its officials, officers, employees, agents, volunteers or co-sponsors of the Program, may cause these risks and dangers. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my participation in the Event.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN AZUSA PACIFIC UNIVERSITY AND MYSELF. I HAVE VOLUNTARILY CHOSEN THE ACTIVITIES IN WHICH I AM PARTICIPATING.

Please Check One of the Following:

I have medical and accident insurance with: _____ Policy # _____

I have no medical or accident insurance, and I agree to pay any medical and/or dental expenses directly or indirectly related to my participation.

Additional Form A: (for participants under the age of 18)

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be binding on me and my minor children, executors, heirs, administrators and assigns. I further agree on behalf of my minor children that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be binding on them and their executors, heirs, administrators and assigns.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN AZUSA PACIFIC UNIVERSITY AND MYSELF. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Printed Name of Minor: _____

Printed Name of Parent/Guardian: _____ Phone #: () -- _____

Parent/Guardian Signature: _____ Date: _____

Printed Name of Witness: _____

Witness Signature: _____ Date: _____