



THE ISLANDS ELITE

Release & Waiver

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I agree to participate in activities offered by The Islands Elite (including its directors, agents, officers, volunteers, employees and assigns) ("TIE") including but not limited to cheerleading, tumbling, physical activities, events and/or instructional classes ("the activities") subject to the following terms and conditions and I acknowledge I would not be permitted to participate in the activities unless I signed this release and waiver. I am voluntarily participating in the activities with full knowledge of the risks involved:

Assumption of risk

1. I understand and acknowledge that participating in the activities is potentially hazardous and there is a risk of serious injury inherent in the activities. Whilst TIE will do all things possible to reduce the risks it is not possible for the activities to be undertaken without risk.
2. Due to the nature of the activities and the risk of serious injury inherent in the activities, TIE has encouraged me to obtain a physical examination from a medical professional before participating in any of the activities. I have advised TIE in writing of any physical impairment that I suffer, and I will keep them advised in writing of any physical impairment that I may suffer in the future, my use of any medication and any medical professionals recommendations to me in relation to any physical activity.
3. I acknowledge and confirm I do not have any physical limitations, medical conditions, medical or physical disabilities that would limit or prevent me for participating in the activities.
4. I agree that my participation in the activities is entirely at my own risk and I assume all risk of injury including severe injury, illness, or death.
5. If I am injured while participating in the activities, I give my consent to TIE to administer first aid where required (to the extent they are able to do so) and to procure medical attention if in TIE's sole discretion it is deemed necessary and I will be liable for any associated costs in doing so.

Media Release

6. I give my consent for TIE to use all photographs and video recordings taken of me by them together with my story (**the materials**), without compensation being paid to me and without my specific approval, for display or publication by TIE including but not limited to on Twitter, Instagram, Facebook, TIE's website and any advertising material.
7. I release TIE from all claims and demands arising out of or in connection with the use of the materials, including, but not limited to, all claims for invasion of privacy, defamation and any other personal and/or property rights.

General

8. To the extent that statute or case law does not prohibit releases for negligence, I understand that this release is also for negligence.
9. This release and waiver shall be governed by the laws of New Zealand.
10. If any portion of this release and waiver shall be deemed by a New Zealand Court to be invalid, then I agree that the remainder of this release and waiver shall remain in full force and effect and the offending provision or provisions shall be severed.

11. I confirm I have had the opportunity to carefully read this release and waiver and I fully understand that it is a release of any and all liability. I expressly agree to release, hold harmless, discharge and indemnify TIE from any and all claims and/or causes of action and agree to voluntarily give up or waive any right that I may otherwise have to bring legal action against T I E

for any personal injury or property loss or damage I sustain whilst participating in the activities, in preparing for any of the activities or from the use in any way of the materials.

I have read this entire document. I understand and agree to its terms and agree to be bound by its terms.

Participant's Name: _____ DOB: ____ / ____ / ____

Phone: _____ Mob: _____ Email: _____

Address: _____

Emergency Contact & Number: _____

Signed: _____ Dated: ____ / ____ / ____

If participant is under the age of 18: I hereby certify that I am a parent or legal guardian of the above named minor and that I consent to my child participating in the activities. I have read and understood every provision of this release and waiver and freely agree that my child and I are both bound by the terms of the document and every reference herein to "I" "me" or "my" shall include (where the context requires) a reference to "my child".

Signed: _____ Dated: ____ / ____ / ____