FUTURE CATS ASSUMPTION OF RISK, INDEMNITY, RELEASE FROM LIABILITY, AND PHOTO USE RELEASE:

In consideration for access to the services, clinics and facilities provided by The University of Arizona Department of Intercollegiate Athletics, its officers, directors, employees, agents and volunteers, on behalf of the Arizona Board of Regents, its officers, directors, employees, agents and volunteers (collectively referred to as the "University"): 

1. I acknowledge the existence of risks in connection with my use of the equipment, facilities, clinics and services provided by the University. My participation in physical education, exercise activities, clinics and other University activities is purely voluntary, and I elect to participate with full knowledge of the risks of injury or illness. I accept full responsibility for any injuries or illness that I may sustain in the course of such activities. More specifically, I acknowledge and accept the following risks:
   a. Possible accidents, injuries, medical disorders, pain and suffering, lost income and medical expenses resulting from my use of the University’s equipment, facilities, premises, clinics and other activities, including negligent instruction, supervision or failure to warn by the University.
   b. Possible injuries and medical disorders arising out of such activities include, but are not limited to, heart attack, stroke, heat stroke or exhaustion, sprains, broken bones, torn muscles, torn ligaments, nerve damage, eye injury, tendonitis and brain or spinal cord injuries, which may result in paralysis, permanent loss of bodily functions, disability or death.
   c. The risks listed herein may be caused by my own actions or inactions, the actions or inactions of others participating in such activities, the conditions under which such activities take place, or the negligence of the University.
   d. The following is a description and examples of additional significant non-obvious dangers and risks that may be associated with the cheerleading clinic: Physical activity that involves inversion and rotation of the body that could result in serious accidents, injuries or medical disorders.

2. I declare that I am in good health and physical condition, and that I am physically and mentally able to participate in the activities listed above. I acknowledge the existence of certain rules and procedures concerning my participation in clinics and the use of equipment, facilities and premises, and I agree to abide by those rules and procedures. I agree to inspect the equipment and facilities prior to participating, and to immediately report any unsafe conditions to the University. I agree that if at any time I believe the conditions of the equipment or facilities to be unsafe, I will immediately discontinue use of such equipment or facilities and notify the University. If I am injured, I authorize the University to obtain or provide emergency medical treatment, if necessary, and I will be responsible for the costs of such treatment.

3. I hereby release, discharge, and covenant not to sue the University, from any claims, liability, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by: (a) defective or dangerous equipment, facilities or University premises; or (b) the negligence of the University related to instruction, supervision, failure to warn, or the maintenance of the equipment or facilities, including negligent rescue operations or emergency medical treatment. I further agree that if I or anyone on my behalf makes a claim against the University, I will indemnify, save, and hold harmless
the University from any litigation expenses, attorneys' fees, loss, liability, damages, or costs that are incurred as the result of such claims.

4. I grant the University Of Arizona Department Of Intercollegiate Athletics my permission to use the photographs taken during Future Cats clinics, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. Furthermore, I understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

CONSENT TO LIABILITY: Participants who are MINORS (ages under 18 years old)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES DESCRIBED ABOVE AND ACCEPT THE RISKS DESCRIBED ABOVE. I AM AWARE OF THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE UNIVERSITY, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE UNIVERSITY, AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A NEGLIGENCE CLAIM AGAINST THE UNIVERSITY, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS THE UNIVERSITY FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS LIABILITY, DAMAGES, OR COSTS THAT ARE INCURRED AS THE RESULT OF SUCH CLAIMS

Please print the name of the participant:

(First and Last Name) *

Please enter the date of birth of the participant: (MM/DD/YYYY) 

Please sign the name of the consenting guardian of participant:

(First and Last Name)*: