



**PARTICIPANT WAIVER AND HOLD HARMLESS FORM**  
**NORTHEASTERN STATE UNIVERSITY**  
**For Participation in**  
**NSU Cheerleading and Dance Tryouts**

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1. In consideration for receiving permission to participate in 2008 Open Gyms and Spirit Staff Tryouts- Friday, April 4 2008(open gym) and Saturday, April 5 2008(tryouts) (herein referred to as ACTIVITY), which is sponsored by the Northeastern Spirit Staff herein referred to as SPONSOR), a component member of Northeastern State University, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes SPONSOR, Northeastern State University, the Board of Regents for Northeastern State University, specifically RUSO (Regional University Systems of Oklahoma Colleges), and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, ***including injuries sustained as a result of the negligence of RELEASEES***. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said activity ***including injuries sustained as a result of the negligence of RELEASEES***. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.

3. I understand that RELEASEES do maintain a secondary insurance policy covering only athletic events sponsored by Northeastern State University, specifically basketball and football games and spirit squad practices. I further understand that such insurance will not extend to non-athletic events such as cheer camps, youth cheer camps conducted by the Northeastern State University Spirit Squad, competitive cheer events, etc. As such, I agree to carry primary medical insurance.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Oklahoma.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_ 2008.

**Participant Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Parent or Legal Guardian Signature:** \_\_\_\_\_  
(If Participant is under 18 years old)

**Parent or Legal Guardian Printed Name:** \_\_\_\_\_  
(If Participant is under 18 years old)

