

**Release of Liability, Assumption of Risk, Waiver of Claims,
Indemnification, and Content Use Agreement**

This Release of Liability, Assumption of Risk, Waiver of Claims, Indemnification, and Content Use Agreement ("Agreement"), executed on _____ by _____, acknowledges that he/she and his/her agents, heirs, assignees, successors, and next of kin (collectively "Participant") hereby RELEASES from liability, WAIVES any and all claims against, and INDEMNIFIES for any such claims, Spirit Skills LLC and/or its directors, officers, employees, volunteers, and agents (collectively "Spirit Skills"). Further, Participant ASSUMES all risks of participation in any activity or program established/operated by and/or associated with Spirit Skills.

In consideration for the above releases/waivers/indemnity/assumptions, the sufficiency of which is hereby acknowledged by both parties hereto, Spirit Skills agrees to allow Participant to participate in its Programs as it might direct.

Participant HEREBY AGREES:

1. TO WAIVE, RELEASE AND FOREVER DISCHARGE and TO INDEMNIFY AND HOLD HARMLESS SPIRIT SKILLS for property/economic/personal loss, property/economic/personal damage, loss of consortium, injury, illness, death, or expense (including, without limitation, attorney's fees) that Participant now has or may have in the future against Spirit Skills arising out of the Participant's participation in/association with Spirit Skills and/or its programs ("Programs"), including those arising out of the use of any equipment provided by, used, or otherwise made available by Spirit Skills ("Equipment") and/or those arising out of Participant's interaction with other Spirit Skills Participants ("Other Participants"). The Participant specifically understands that he/she is releasing Spirit Skills from liability for any and all claims that arise or may arise from any negligent acts or conduct of Participant, Other Participants and/or Spirit Skills to the fullest extent permitted by law. Notwithstanding, nothing in this Agreement shall be construed as a release for conduct on the part of Spirit Skills that is found to constitute gross negligence or intentional conduct.

2. TO ASSUME ALL RISKS of participating in Programs, interacting with Other Participants and/or Spirit Skills, and using the Equipment, even those risks caused by the negligent acts or conduct of Other Participants and/or Spirit Skills. Participant expressly assumes all risk of property/economic/personal loss, property/economic/personal damage, loss of consortium, injury, illness, death, or expense resulting from said participation, association, interactions, and use of Equipment. The Participant understands that there are inherent risks of participating in the Programs, including but not limited to those which may arise due to Other Participants experiencing physical and/or mental health episodes/conditions, and/or arising out of the use of the Equipment, which may be both foreseen and unforeseen, and which may include serious physical injury and death.

3. TO GRANT to Spirit Skills the right to take photographs/videos of Participant, without remuneration to/license by Participant, in connection with Participant's participation in/association in Programs. Participant hereby authorizes Spirit Skills to copyright, use, and publish, without limitation, the same in print and/or electronically. Participant hereby agrees that Spirit Skills may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and web

content. Notwithstanding, in the context of the above, Spirit Skills agrees not to reveal personal and/or sensitive information of the Participant.

4. THAT THIS AGREEMENT, consisting of two (2) pages, shall be governed by and interpreted in accordance with the laws of the State of Ohio. Participant agree that in the event that any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding single Participant arbitration in accordance with the rules, regulations, and requirements of American Arbitration Association, and shall take place in Columbus, Ohio. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Arbitration shall proceed only on an individual basis. The Parties waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties.

5. THAT PARTICIPANT HAS REVIEWED AND AGREES TO the USA CHEER SAFE SPORT CODE, which are attached hereto.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST SPIRIT SKILLS FOR ANY INJURY OR DAMAGE TO PROPERTY THAT OCCURS WHILE I PARTICIPATE OR AS A RESULT OF MY PARTICIPATION IN THE DESCRIBED ACTIVITY OR ASSOCIATION WITH SPIRIT SKILLS AND FURTHER THAT THIS AGREEMENT OBLIGATES ME TO INDEMNIFY AND HOLD HARMLESS SPIRIT SKILLS FROM ANY LIABILITY FOR INJURY OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT(S) OR OMISSION(S). AS EVIDENCED BY MY SIGNATURE BELOW, I BIND MYSELF TO TERMS OF THIS AGREEMENT.

Signature of Participant

Date

Signature of Spirit Skills Authorized Agent

Date

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USA Cheer is committed to creating a safe and positive environment for its participants' physical, emotional, and social development and ensuring it promotes an environment free from abuse and misconduct. As part of this program, USA Cheer has implemented policies addressing certain types of abuse and misconduct, as well as certain policies intended to reduce, monitor and govern the areas where potential abuse and misconduct might occur.

The policies herein set forth some of the boundaries for appropriate and inappropriate conduct.

Included in this document are policies that address types of abuse and misconduct:

- Sexual Abuse and Misconduct
- Physical Abuse and Misconduct
- Emotional Abuse and Misconduct
- Bullying, Threats and Harassment
- Hazing

Also included in this document are the following minor abuse prevention policies to reduce the risks of potential abuse:

- One-on-one Interactions
- Sexual Abuse and Prevention
- Electronic Communications
- Addressing Bullying
- Travel
- Locker Rooms, Restrooms & Changing Rooms

All USA Cheer Members shall familiarize themselves with each form of misconduct and shall refrain from engaging in misconduct and/or violating any of these policies.

In the event that any of USA Cheer's Members, employees or volunteers observe inappropriate behaviors (i.e., policy violations), suspected physical or sexual abuse, or any other type of abuse or misconduct, it is the personal responsibility of each such person to immediately report their observations. USA Cheer, USA Cheer Members, and all "Covered Individuals" (as defined in the Sexual Abuse and Misconduct Policy) are required to promptly report any alleged violations of the Sexual Abuse and Misconduct Policy.

In addition to reporting within USA Cheer, such persons must also report suspected child physical or sexual abuse to appropriate law enforcement authorities **WITHIN A 24-HOUR PERIOD** when required under this Policy and/ or under applicable law. Employees and volunteers should not attempt to evaluate the credibility or validity of child physical or sexual abuse allegations as a condition for reporting to appropriate law enforcement authorities.

USA Cheer has **ZERO TOLERANCE** for abuse and misconduct.

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SEXUAL ABUSE & MISCONDUCT POLICY

USA Cheer has determined that USA Cheer's policies prohibiting sexual abuse and misconduct shall be the same as the applicable policies of the [U.S. Center for SafeSport \(USCSS\)](#). Note that any reference to "the Center" regarding eligibility lists includes the USA Cheer, USASF, and any other organization's public ineligibility lists.

Furthermore, all persons within the jurisdiction of USA Cheer shall comply with the sexual abuse and misconduct policies of the USCSS. All terms not defined herein shall have the meaning set forth in the USCSS Policies & Procedures.

Any violation of the sexual abuse and misconduct policies by a Covered Individual (outlined below) shall subject such person to appropriate disciplinary action, including but not limited to suspension, permanent suspension, and/or referral to law enforcement authorities.

Jurisdiction Over Covered Individuals Pursuant to the Safe Sport Policy

The jurisdiction of the USCSS applies to (collectively, "Covered Individuals"):

1. Any individual who currently is, or was at the time of a possible Safe Sport Code Violation, within the governance or disciplinary jurisdiction of USA Cheer, and/or who is seeking to be within the governance or disciplinary jurisdiction of USA Cheer, for example through application for membership;
2. All individuals, both athletes and non-athletes, USA Cheer formally authorizes, approves or appoints (i) to a position of authority over athletes or (ii) to have frequent contact with athletes; and
3. Additional individuals USA Cheer identifies as being within the code's jurisdiction.

USA Cheer has determined that Covered Individuals within USA Cheer and its programs includes:

1. Those persons registered with USA Cheer as Registered Members.
2. All persons serving as a member of USA Cheer's Board of Directors, on a national or regional level committee or board, or in any other similar positions appointed by USA Cheer.
3. All USA Cheer national staff.
4. Any person that is hired, elected or appointed by USA Cheer.

Reporting Obligations

In addition to any legal obligation of an entity or person to report sexual abuse or misconduct to law enforcement authorities, all Covered Individuals are required to promptly report any alleged violations of the Sexual Abuse and Misconduct Policy to USA Cheer. A Covered Individual's failure to report may subject such person to disciplinary action.

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The duty to report to USA Cheer and USA Cheer's jurisdiction to investigate shall not supersede any local, state, or federal reporting requirements or jurisdiction, and shall not affect or impair the ability of any party that reports to USA Cheer from also reporting to the appropriate local, state or federal authorities.

Prohibited Conduct and Jurisdiction

USA Cheer or their designee shall have authority and jurisdiction over the investigation and resolution of any allegations of violations by any Covered Individual of those policies set forth in the USCSS Policies & Procedures, which prohibit sexual behavior involving minors by an adult Covered Individual and in some cases between minors, sexual exploitation, non-consensual sexual conduct, or non-consensual sexual acts, sexual or romantic relationship involving an imbalance of power, sexual harassment and related criminal dispositions.

The behaviors or conduct prohibited by the USCSS Policies & Procedures may be found at [USCSS Policies](#). Coaches should refrain from touching body parts that could be perceived as invasive or inappropriate, even for corrective measures.

Appropriate spotting does not constitute sexual misconduct. It is understood that spotting is a necessary physical interaction between coaches and athletes. Infrequent, accidental touching of an athlete during spotting that could be perceived as invasive or inappropriate should not be misconstrued as sexual misconduct. To avoid that perception, coaches need to stay highly trained on proper spotting techniques and should acknowledge the occurrence if an accidental touch does occur. Administrators are encouraged to put in place a process of documentation of such accidental touches. Diligent oversight on the part of Administrators will allow for the tracking a pattern of misconduct, should one exist.

USA Cheer or their designee shall also have authority and jurisdiction over the investigation and resolution of reports or allegations of USA Cheer Safe Sport policies described herein and prohibiting physical misconduct, emotional misconduct, bullying, threats, hazing, and harassment where such conduct is reasonably related to and accompanies a report or allegations involving sexual misconduct.

USA Cheer or their designee shall also have authority and jurisdiction over the investigation and resolution of reports or allegations of:

1. A Covered Individual's failure to report a violation required to be reported under the Policies & Procedures,
2. Retaliation against any participant in the proceedings under the jurisdiction of USA Cheer,
3. Abuse of process in the proceedings under the jurisdiction of USA Cheer, all as further defined in the Policies & Procedures, and
4. Bad faith reporting of an allegation within the jurisdiction of USA Cheer.
- 5.

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PHYSICAL ABUSE AND MISCONDUCT POLICY

It is the policy of USA Cheer that there shall be no physical abuse of any participant involved in any of its Member Programs by any employee, volunteer, independent contractor (including choreographers and guest coaches or clinicians) or other participant.

Physical abuse means physical contact with a participant that intentionally causes or has the potential to cause the participant to sustain bodily harm or personal injury. Physical abuse also includes physical contact with a participant that intentionally creates a threat of immediate bodily harm or personal injury. Physical abuse may also include intentionally hitting or threatening to hit an athlete with objects or sports equipment.

In addition to physical contact or the threat of physical contact of a participant, physical abuse also includes the providing of alcohol to a participant under the age of consent and the providing of illegal drugs or non-prescribed medications to any participant.

Without limiting the above, any act or conduct described as physical abuse or misconduct under applicable federal or state law constitutes physical abuse under this Policy.

Physical abuse does not include physical contact that is reasonably designed to coach, teach, demonstrate or improve a skill associated to cheer or dance, including physical conditioning, team building and appropriate discipline. Permitted physical conduct may include, but is not necessarily limited to, physical touch that is non-threatening, non-sexual in manner with the purpose of training and direction.

Any USA Cheer member who engages in any act of physical abuse is subject to appropriate disciplinary action including but not limited to suspension, permanent suspension, and/or referral to law enforcement authorities.

EMOTIONAL ABUSE AND MISCONDUCT POLICY

It is the policy of USA Cheer that there shall be no emotional abuse of any participant involved in any of its Member Programs by an employee, volunteer, independent contractor or other participant.

Emotional abuse involves a pattern of deliberate, non-contact behavior that has the potential to cause emotional or psychological harm to a participant. These behaviors may include verbal acts, physical acts or acts that deny attention or support.

Examples of emotional abuse prohibited by this Policy include, without limitation: a pattern of

1. Verbal behaviors that:
 - a. attack a participant personally (e.g., calling them worthless, fat, or disgusting); or
 - b. repeatedly and excessively yelling at a particular participant or participants in a manner that serves no productive motivational purpose;
2. Physically aggressive behaviors, such as
 - a. throwing sport equipment, water bottles, or chairs at or near participants; or
 - b. punching walls, windows, or other objects; and

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3. Acts that deny attention and support, such as ignoring a participant for extended periods of time, or routinely or arbitrarily excluding participants from practice or training.

While a single incident of any of the above behaviors may be inappropriate and justify a review and/or disciplinary or other action by USA Cheer or any of its Member Programs, such behaviors would typically not constitute emotional abuse unless a pattern of such conduct had occurred.

Constructive criticism about an athlete's performance is not emotional abuse or misconduct. Further, emotional abuse does not include generally-accepted and age appropriate coaching methods of skill enhancement, physical conditioning, motivation, team building, appropriate discipline, or improving athletic performance.

A USA Cheer member who engages in any act of emotional abuse is subject to appropriate disciplinary action including but not limited to suspension, permanent suspension, and/or referral to law enforcement authorities.

Note: Bullying, threats, harassment, and hazing, defined in the next section, often involve some form of emotional misconduct.

BULLYING, THREATS & HARASSMENT POLICY

USA Cheer supports an environment that is free from threats, harassment, and any type of bullying behavior. The purpose of this Policy is to promote consistency of approach and to help create a climate in which all types of bullying, harassing or threatening behavior are regarded as unacceptable.

Bullying

Bullying is the use of coercion to obtain control over another person or to be habitually cruel to another person. Bullying involves an intentional, persistent, or repeated pattern of committing or willfully tolerating physical and non-physical behaviors that are intended to cause fear, humiliation, or physical harm in an attempt to socially exclude, diminish, or isolate another person. Bullying can occur through written, verbal or electronically transmitted expression or by means of a physical act or gesture. Bullying behavior is prohibited in any manner in connection with any USA Cheer sanctioned activities or events.

Examples of bullying prohibited by this Policy include, without limitation, physical behaviors, including punching, kicking, or choking; and verbal and emotional behaviors, including, the use of electronic communications (i.e., "cyber bullying"), to harass, frighten, degrade, intimidate or humiliate. Bullying does not include group or team behaviors that are reasonably designed to establish normative team behaviors or promote team cohesion.

Threats

A threat to harm others is defined as any written, verbal, physical or electronically transmitted expression of intent to physically injure or harm someone else. A threat may be communicated directly to the intended victim or communicated to a third party. Threatening behavior is prohibited in any manner in connection with any USA Cheer sanctioned activities or events.

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Any USA Cheer participant or parent of a participant who engages in any act of threatening or harassing behavior is subject to appropriate disciplinary action including but not limited to

suspension, permanent suspension, and/or referral to law enforcement authorities. The severity and pattern, if any, of the threatening behavior and/or result shall be taken into consideration when disciplinary decisions are made.

Harassment

Harassment includes any pattern of physical and/ or non-physical behaviors that (a) are intended to cause fear, humiliation, or annoyance, (b) offend or degrade, (c) create a hostile environment, or (d) reflect discriminatory bias in an attempt to establish dominance, superiority, or power over an individual participant or group based on gender, race, ethnicity, culture, religion, sexual orientation, gender expression, or mental or physical disability.

Examples of harassment prohibited by this Policy include, without limitation such non-physical offenses as (a) making negative or disparaging comments about a participant's gender, sexual orientation, gender expression, mental or physical disability, race, religion, skin color, ethnic traits or other legally protected grounds; (b) displaying offensive materials, gestures, or symbols; and (c) withholding or reducing practice or playing time to a participant based on his/her sexual orientation, gender expression (not to include prohibitions on participation when eligibility is based on gender), disability, religion, skin color, ethnic traits or any legally protected grounds

Sexual harassment is a type of harassment covered under the USCSS Policies and Procedures

While other team members are often the perpetrators of harassment, it is a violation of this Policy if a coach or other responsible adult knows or should know of the harassment but takes no action to intervene on behalf of the targeted participant(s).

A USA Cheer participant or parent of a participant who engages in any act of harassing behavior is subject to appropriate disciplinary action, including but not limited to, suspension, permanent suspension, and/or referral to law enforcement authorities. The severity and pattern, if any, of the harassing behavior and/or result shall be taken into consideration when disciplinary decisions are made.

Hazing

There shall be no hazing of any participant involved in any of USA Cheer's Member Programs by any employee, volunteer, independent contractor, or other participant.

Hazing includes any conduct which is intimidating, humiliating, offensive, or physically harmful. The hazing conduct is typically an activity that serves as a condition for joining a group or being socially accepted by a group's members.

Examples of hazing prohibited by this Policy include, without limitation, requiring or forcing (including through peer pressure) the consumption of alcohol or illegal drugs; tying, taping, or physically restraining a participant; sexual simulations or sexual acts of any nature; sleep deprivation, or the withholding of water and/or food; social actions (e.g. grossly inappropriate or provocative clothing) or public displays (e.g. public nudity) that are illegal or meant to draw ridicule; beating, paddling, or other forms of physical assault, and verbal abuse or threats or implied threats.

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Hazing includes any act or conduct described as hazing under federal or state law. Activities that fit the definition of hazing are considered to be hazing regardless of a person's willingness to cooperate or participate.

Hazing does not include group or team activities that are meant to establish normative team behaviors, or promote team cohesion, so long as such activities do not have reasonable potential to cause emotional or physical distress to any participant.

While other team members are often the perpetrators of hazing toward their teammates, it is a violation of this Policy if a coach or other responsible adult knows or should know of the hazing but takes no action to intervene on behalf of the targeted participant(s).

A USA Cheer participant or parent of a participant who violates this Hazing Policy is subject to appropriate disciplinary action, including but not limited to, suspension, permanent suspension and/or referral to law enforcement authorities.

MINOR ATHLETE ABUSE PREVENTION POLICIES

This policy applies to adult members at a facility that is either partially or fully under the jurisdiction of a Covered organization; Adult members who have regular contact with amateur athletes who are minors; Any adult authorized by a Covered Organization to have regular contact with or authority over an amateur athlete who is a minor; and adult staff and board members of a Covered Organization. Collectively, this is referred to as an "Applicable Adult" for the purposes of the following policies.

One-on-one Interactions

- One-one-one interactions between a minor athlete and an Applicable Adult (who is not the minor's legal guardian) are permitted if they occur at an observable and interruptible distance by another adult.
 - Meetings - Meetings may occur in the presence of another adult, with doors to the office or meeting room remaining open and unlocked, and with any available windows/blinds/curtains remaining open during the meeting.
 - Meetings with health care - Closed-door meetings between minors and health care professionals/providers may be permitted to protect patient privacy provided that:
 - the door remains unlocked;
 - another adult is present at the facility;
 - the other adult is advised that a closed-door meeting is occurring;
 - and written legal guardian consent is obtained in advance by the healthcare professional/provider, and a copy is provided to the organization.
 - Individual Training Sessions – Individual training sessions between Applicable Adults and minor athletes are permitted if the training sessions are observable and interruptible by another adult.
 - Monitoring these interactions includes knowing that the one-on-one interaction is occurring, the approximate planned duration of the interaction, and randomly dropping in on the one-on-one.

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- Applicable Adults are prohibited from interacting one-on-one with unrelated minor athletes in settings outside of the program that are not observable and interruptible, unless parent/legal guardian consent is provided for each out-of-program contact.

Massages, Rubdowns, and Other Training Modalities

- Any massage, rubdown, or athletic training modality must be conducted in an open and interruptible location with at least one other adult present.
 - Written consent by a legal guardian shall be provided before providing each massage, rubdown, or athletic training modality on a minor athlete. Parents must be permitted to be in the room as an observer.

Locker Rooms and Changing Areas

Monitoring – Organizations should regularly and randomly monitor the use of locker rooms and changing areas.

- To minimize the risk of bullying and hazing, organizations should not leave athletes unsupervised in locker rooms and changing areas.
- Applicable Adults should make every effort to recognize when a minor athlete goes to the locker room or changing area and, if they do not return in a timely fashion, check on the minor athlete's whereabouts.
- Use of Recording Devices – Use of any device's recording capabilities, including voice recording, still cameras and video cameras in locker rooms, changing areas, or similar spaces is prohibited.
- Undress – under no circumstances shall an unrelated Applicable Adult undress in the same locker room at the same time as a minor athlete.

Social Media & Electronic Communication

- Content – All electronic communication originating from Applicable Adults to minor athletes must be professional in nature.
- Open and Transparent –
 - Absent emergency circumstances, if an Applicable Adult with authority over minor athletes needs to communicate directly with a minor athlete via electronic communications (including social media), another Applicable Adult or the minor's legal guardian will be copied.
 - If a minor athlete communicates to the Applicable Adult (with authority over the minor athlete) privately first, said Applicable Adult should respond to the minor athlete with a copy to another Applicable Adult or the minor's legal guardian.
 - When an applicable Adult with authority over minor athletes communicates electronically to the entire team, said Applicable Adult will copy another adult.
 - Minor athletes may "friend" the organization's official page.
- Requests to Discontinue – Legal guardians may request in writing that their minor athlete not be contacted through any form of electronic communication by the Applicable Adult. The organization will abide by any such request that their minor athlete not be contacted via electronic communication, absent emergency circumstances.
- Hours – Electronic communications will generally only be sent between the hours of 8:00 am

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and 8:00 pm, unless emergency circumstances exist.

- Monitoring – The organization monitors its social media pages and removes any posts that violate the organization's policies and practices for appropriate behavior.
 - The organization will inform the legal guardian of a minor athlete of any prohibited posts, as well as the organization's administrator.
- Prohibited Electronic Communication – Applicable Adults with authority over minor athletes are not permitted to maintain private social media connections with unrelated minor athletes and such Applicable Adults are not permitted to accept new personal page requests on social media platforms from amateur athletes who are minors, unless the Applicable Adult has a fan page
- Existing social media connections on personal pages with minor athletes shall be discontinued.

Travel

- Transportation – Applicable Adults who are not also acting as a legal guardian, shall not ride in a vehicle alone with an unrelated minor athlete, absent emergency circumstances, and must have at least two minor athletes or another adult at all times, unless otherwise agreed to in writing by the minor athlete's parent/legal guardian in advance of each local travel.
- Hotel Rooms – Applicable Adults shall not share a hotel room or other sleeping arrangement with an unrelated minor athlete.
- Meetings – Meetings shall be conducted consistent with the organization's policy for one-on-one interactions.