STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

WAIVER, RELEASE OF LIABILITY, AND AGREEMENT TO INDEMNIFY

As the undersigned participant, I, _____, desire to participate in a tryout for the Cheerleading Program at the University of South Carolina Upstate ("USC Upstate"). USC Upstate may terminate my ability to participate as a player at any time, in its sole discretion.

In consideration of being permitted access to and the use of certain athletic facilities of USC Upstate, and/or along with being provided athletic skills instruction by USC Upstate coaches, employees, or volunteers, I, the undersigned, do for myself, my heirs, executors, administrators and assigns, hereby waive, release and forever discharge USC Upstate, the University of South Carolina, and their trustees, faculty, staff, officers, employees and agents, of and from any and every claim, demand, action or right of action, of whatever kind or nature which I now have or may hereafter acquire, arising from or by reason of any bodily injury, death, or damage to property which may occur in connection with my use of USC Upstate athletic facilities, my participation in a tryout or in connection with any instruction provided to me, whether by negligence or not, to the extent permitted by law.

As further consideration for (a) USC Upstate permitting me to participate in a tryout for the USC Upstate Cheerleading Program and (b) the services, facilities, coaching and instruction provided to me by USC Upstate in this activity, I agree to indemnify and hold harmless USC Upstate, the University of South Carolina, and their trustees, faculty, staff, officers, employees and agents from liability for the injury or death of any person(s) and/or damage to property that may result from my negligent or intentional act or omission while participating in the activities described in or contemplated by this agreement.

I understand and acknowledge the risks associated with participating in a tryout in affiliation with the Cheerleading Program at USC Upstate. I further understand that my use of USC Upstate facilities and my receipt of coaching and athletic instruction are solely at my own risk. I hereby further declare that I am physically sound and that I have received approval from a licensed medical physician to participate in the activities contemplated by this agreement and make the associated use of USC Upstate facilities.

I understand that USC Upstate requires me to have primary health insurance coverage that will cover my activities **in** a **tryout** under this agreement, and I represent that I carry such coverage. USC Upstate will not provide any secondary insurance coverage for the period of my participation, meaning any deductible, co-pay, and remaining balances are my sole responsibility. I further understand that my primary health insurance coverage must satisfy the "minimum essential coverage" requirement under the Patient Protection and Affordable Care Act and be valid in Spartanburg County, South Carolina. I understand that if I do not comply with the primary health insurance coverage requirement, I will be responsible for one hundred percent (100%) of the total cost of the care for an injury I sustain while uninsured or underinsured. USC Upstate's sole obligation will be to provide first-aid should such care be needed within the course of practice.

I understand and agree that this agreement shall be construed in accordance with the laws of the State of South Carolina, except its conflict of laws principles. If any term or provision of this agreement shall be held illegal, unenforceable, or in conflict with any law governing this agreement, it shall be severable and the validity of the remaining portions shall not be affected thereby.

I, THE BELOW REFERENCED PARTICIPANT, HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, WHICH INCLUDES THE PRECEDING PAGE, AND UNDERSTAND IT TO BE A RELEASE AND WAIVER OF LIABILITY OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY, DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY, AND IT FURTHER OBLIGATES ME TO INDEMNIFY USC UPSTATE AND RELATED PARTIES NAMED HEREIN FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS.

Print Participant Name: _____ _____
Date

Participant Signature: _____ _____
Date

USC Upstate Head Coach Approval: _____ _____
Date

Compliance Office Approval: _____ _____
Date

Athletic Director Approval: _____ _____
Date