



Title: Spirit Squad Tryout Policy and Procedures

Entities to which this policy applies: Potential student-athletes going through the tryout process

Purpose: To make sure try out athletes have necessary materials to participate

Policy Statement: This policy denotes the necessary steps and documentation a student-athlete must complete in order to have the opportunity to tryout for the University of Memphis Spirit Program

Procedure:

I. Requirements

The student-athlete that is attempting to participate in the tryout process must meet the following requirements with Compliance, Academics, and Athletics in order to participate:

1. Must be an enrolled student at the University of Memphis
2. Must be enrolled in 12 or more-degree applicable hours at the University of Memphis
3. Class schedule cannot conflict with practice
4. Must have a physical from a Doctor within the last 6 months from the start date
5. Results from Sickle Cell Solubility Test
6. Proof of Insurance, Front and Back Copies of Cards

II. Voluntary Waiver and Release Agreement – See Next Page



Voluntary Waiver and Release Agreement

This Voluntary Waiver & Release Agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian ("Participant") in favor and for the sole and exclusive benefit of the University of Memphis Athletics. In connection with Participant's involvement in a contest, promotional activity or any other event which may relate to a University of Memphis Athletic event or sponsored activity which may take place at the University of Memphis or any of its facilities by Participant (the "Event"), Participant hereby certifies, warrants, represents, agrees and covenants to the University of Memphis Athletics, the University of Memphis, the University Board of Trustees and any of the respective Event sponsors or promoters (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that he/she is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT; AND
- (3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH.

In consideration of the right to participate in the event, and any activity associated therewith, participant agrees to assume all risks involved and acknowledges that such risks may include, but not be limited to, bodily injury (including aggravation or worsening of preexisting conditions), death, and/or property damage, and hereby collectively and individually releases and agrees to hold harmless the University of Memphis, its Board of Trustees, officers, employees, agents, representatives, volunteers and assigns ("Releasees") from all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future resulting from or related to PARTICIPANT'S participation in the event. participant agrees that This release will also prevent his/her family from suing Releasees and binds his/her spouse, estate, siblings, parents, heirs, personal representatives, and assigns for any CLAIMS injury or damage to participant or participant's



property, including those caused by any negligent act or omission which arises out of or in any way connected with participation in the event.

Participant further agrees that the University of Memphis Athletics shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all the information provided below is true, accurate and complete in all respects.

Participant Name (Print)

Participant Signature

Date

Address

Phone Number

Parent (If athlete is under 18)

Parent (If athlete is under 18)

Date