

## **TRACY WRESTLING CLUB**

## **RELEASE AND WAIVER OF LIABILITY**

## THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT.

| I,           | , wish to participate in training and receive instruction in wrestling from Tracy  |
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|              | dent's Full Name / Printed)  Wrestling Club. In consideration of the service provided to me by Trac  |
| Wrestling Cl | ub, I hereby freely and knowingly accept and agree to the following terms and conditions:  |
| (Initials)   | Assumption of Risk: I understand that wrestling is a hazardous activity that involves inherent risks of serious physical injury, illness, disability or death. With full knowledge of the risks involved in wrestling, I expressly assume all the risks of harm to myself arising from wrestling at the Tracy Wrestling Club. Tracy Wrestling Club makes no representation or warranty of any kind regarding the safety of practicing wrestling or the use of the training equipment or facilities associated therewith.   |
|              | Release of Claims and Waiver of Liability: I hereby expressly and for all times, on behalf of myself, my heirs,  |
| (Initials)   | successors and assigns, executors and personal representatives release and agree to hold harmless Tracy Wrestling Club from any claim, demand or cause of action at law or equity from any injury including without limitation any physical, psychological or emotional injury to me that arises or might have arisen from my participation in wrestling from my use of the equipment of the Tracy Wrestling Club or from may participation in any activity associated directly or indirectly with Tracy Wrestling Club, or from my use of wrestling techniques. |
|              | Use of Image and Likeness: I understand that spectators and others (including, members of the press) may   |
| (Initials)   | attend tournaments, events, or regular classes. By initialing next to this paragraph, I hereby consent to the use o my likeness, name, voice, recorded performance, and approved biography in connection with any advertising publicizing, promoting or other marketing done by or on behalf of Tracy Wrestling Club, and I acknowledge that shall not be compensated for the use thereof.   |
|              | Indemnification: I hereby agree to indemnify and hold harmless the Tracy Wrestling Club from any   |
| (Initials)   | claim, demand or cause of action at law or equity, including, but not limited to, any claim of personal injury, that may be asserted against Tracy Wrestling Club by any third party as a direct or indirect result of my participation in the practice of wresting, from my use of the equipment of the Tracy Wrestling Club, from my participation in an activity directly or indirectly associated with the Tracy Wrestling Club, or from my use of wrestling techniques.   |
|              | Illness/Disease: I understand that inherent to any physical sport involving direct contact with other people, there is   |
| (Initials)   | an inherent risk that I could be exposed to bacteria, infections, and viruses, including without limitation the common cold and viruses such as the Novel Coronavirus (COVID-19). I agree that my assumption of risk, release an indemnification above all expressly include any claim relating to the same.   |
|              | <u><b>Definition:</b></u> As used in this agreement, the terms "Tracy Wrestling Club" includes the Tracy Wrestling Club and it affiliates and their respective heirs, successors, assignees, executors, employees, independent contractors, members students, representatives, instructors, owners, partners, shareholders or directors of any or all of them.   |
| I            | HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND AND AGREE TO ITS TERMS.   |
| Signed:      | Dated:/  |
| Printed Nai  | me (Clearly):  |
|              | · · · · · · · · · · · · · · · · · · ·  |
| Signed:      | Dated: / /   |

IT IS STRONGLY RECOMMENDED THAT YOU CONSULT A PHYSICIAN BEFORE UNDERTAKING ANY PROGRAM OF STRENUOUS EXERCISE SUCH AS WRESTLING.

Parent or Guardian signature if signer (participant) is under the age of 18.