

Terms and Conditions:

Passion First Wrestling, inc. dba Wrestling With Character (WWC) classes, instruction and other activities are available to individuals in different forms, including at Wrestling With Character facilities, through Wrestling With Character online programs and channels, and at in-person and virtual events and activities organized by Wrestling With Character.

Not all participants in Wrestling With Character activities need to be members of Wrestling With Character; however, participants in specific Wrestling With Character programs and activities agree to the additional terms and conditions of those programs and activities, certain of which are set forth below in these Student Terms and Conditions, and others are described at the location of those specific programs and activities.

All participants in Wrestling With Character programs and activities agree to the Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement below. Additionally, participants using Wrestling With Character studios agree to the COVID-19 Terms and Conditions described below. In consideration of, and as an inducement and condition to, Wrestling With Character allowing you to participate in wrestling classes, instruction, exercises, and other programs, events and activities conducted or organized by or through Wrestling With Character, whether in-studio, in person, online, live, recorded or otherwise (collectively, with all related activities, the "Activities"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to these Student Terms and Conditions (these "Student Terms"). Your participation in any Activities or Wrestling With Character programs indicates your acceptance of and agreement to all of these terms as in effect from time to time, and any changes or updates to or replacements of these terms. We may change, update, terminate and replace these terms, programs, benefits and activities, in whole or in part, at any time, and without notice or compensation, even though such actions may affect the programs, benefits and Activities or your participation in such programs, benefits and Activities.

I. Account; Rules and Directions:

To participate in Activities, you must have the appropriate Wrestling With Character account. Wrestling With Character membership, including use of Wrestling With Character facilities, requires a membership account; if you do not have a membership account, create an account at wrestlingwithcharacter.com. If you are not a member, certain other Activities (such as clinics, camps or events) currently require creation and use of an additional account specific for the particular Activities; follow the instructions at the applicable website or app for creating an account when registering for those activities. By participating in Wrestling With Character you agree to observe all rules and directions of Wrestling With Character and the locations (in-studio, in-person, online or otherwise) at which Activities take place.

II. Class Reservations; Walk-Ins

Any participation at Wrestling With Character will require an advance reservation, which may be made at www.wrestlingwithcharacter.com. Reservations are subject to the terms and conditions of a reservation (including reservation, cancellation, credit and refund conditions and policies). Wrestling With Character reserves the right to charge up to \$80 for late fees to class reservations that result in late cancels and/or no shows. At this time there is no walk-in availability at Wrestling With Character. As/if walk-in use becomes available, we will provide information regarding such use by such methods as we determine.

III. COVID-19 Terms and Conditions

In addition to and as a part of the Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement below: I understand that the COVID-19 (novel coronavirus) pandemic is an ongoing public health situation. I understand that COVID-19 (including variations and

mutations) is a highly communicable virus that can cause, among other conditions, severe respiratory illness, sometimes leading to death, in individuals who contract it. I will not attend in-studio or any other in-person Activities conducted or organized by or through This is the Privacy Policy of Passion First Wrestling, Inc. (hereafter referred to as “us” or “we”). This Privacy Policy describes how your personal information is collected, used, and shared through our website or any of our branded apps (together, the “Service”).

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I understand and expressly agree that my participation at Wrestling With Character or participation in any other in-person Activities conducted or organized by or through Wrestling With Character involves the risk that I could contract COVID-19 notwithstanding the mitigation measures in place by Wrestling With Character . I understand that these risks are inherent to my use of the facilities or participation in such Activities and can range from mild symptoms to major illness, including death. I further understand and voluntarily accept full responsibility on my behalf for the risk of contracting COVID-19. I understand that it is my responsibility to communicate with Wrestling With Character directly if I am exhibiting symptoms of COVID-19 (which can include, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell), or if I have been exposed to a third party who has exhibited COVID-19 symptoms in the 14 days preceding my participation in the Activities.

IV. Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I fully understand that participation in the Activities includes, without limitation, strenuous physical and mental activities and exercises, participating in the Activities with other participants, contact with unidentified and unfamiliar persons, participating in the Activities in new and unfamiliar places and manners, exposure to risks in the areas in which the Activities are conducted, and exposure to communicable diseases (including COVID-19 risks, as further detailed above in COVID-19 Terms and Conditions).

I fully understand that the Activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in BODILY OR MENTAL INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to myself, my property, and to other third parties and their property, which may be caused by my own actions or inactions, those of others participating in the Activities, the locations, places and/or buildings at, on or in which the Activities take place, the conditions at, on and in which the Activities take place (including equipment, ventilation and surfacing for the Activities), or the negligence or misconduct of any of the “Releasees” named below; and I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I, or any third parties incur, as a result of my participation in the Activities, including property theft. I represent that I understand the nature of the Activities. I further represent that I am participating in the Activities voluntarily, and that I am in good health, physically and mentally fit and otherwise prepared and able to participate in the Activities. I will discontinue my participation in the Activities if I believe at any time my participation poses a threat to myself or any third party. If I have any injury or condition that potentially affects my participation in the Activities, I will consult with my physician or other applicable provider regarding my participation, and follow all applicable provider instructions, which is my sole responsibility. I, on behalf of myself and anyone who obtains any rights from or through me, hereby forever and irrevocably release and discharge Wrestling With Character, Passion First Wrestling, Inc.; the owners, lessors, lessees and any other individual or entity with any interest in the locations, places and/or buildings at, on or in which the Activities take place; any

individuals or entities involved in any capacity with the Activities (including, without limitation, any technology applications and platforms facilitating the Activities in any manner); any sponsors, advertisers or promoters of any of the foregoing; any of the respective parents, subsidiaries, affiliates, partners, members, owners, agents, contractors, subcontractors, administrators, licensees, designees, insurers, personal and legal representatives, successors and assigns of each of the foregoing; other participants in the Activities; and any director, officer, member, manager, partner, volunteer, employee, representative or agent of any of the foregoing (each a "Releasee" herein) from any and all liabilities, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to my participation in or attendance at the Activities; my attendance at the locations, places and/or buildings at, on or in which the Activities take place; or any first aid, treatment or any like service rendered in connection with the Activities, including, but not limited to, Losses (including, without limitation, Losses from BODILY OR MENTAL INJURY, ILLNESS OR DEATH) caused or alleged to be CAUSED IN WHOLE OR IN PART BY (i) THE NEGLIGENCE OR MISCONDUCT of any Releasee or otherwise, including negligent rescue operations; (ii) any claim, action, suit or demand brought by any third party against any Releasee by reason of or in connection with my participation in or attendance at the Activities, or my attendance at the locations, places and/or buildings at, on or in which the Activities take place; (iii) the voluntary disclosure of my medical information; (iii) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other claims or causes of action arising out of the use of my name, image, likeness, voice and/or other personal attribute(s) or other personal information (collectively, my "Personal Attributes"). I further covenant and agree not to sue any Releasee or cause any Releasee to be sued regarding any matter released above, and to indemnify and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement. I agree that as further consideration for being permitted to participate in any of the Activities, I hereby grant Wrestling With Character and its designees, and their respective affiliates, licensees, permittees, successors and assigns, and each of them, an unrestricted, absolute, universal, perpetual, irrevocable, non-royalty bearing, and transferable right and license (but not any obligation) to use, copy, transmit, distribute, display, modify, perform, present, transform, create works and derivative works, and otherwise promote or utilize my Personal Attributes filmed, captured, photographed or otherwise recorded or memorialized in any manner in connection with any of the Activities, in any medium or format whether now or hereafter existing (including, without limitation, print, direct mail, online, mobile or wireless communications, radio or television broadcast, telecast or photograph), for any purpose whatsoever (including, without limitation, in connection with the creation, advertising, sale and/or promotion of any products and/or services), and without any payment, consideration or notice to or consent by me or any third party. I hereby forever and irrevocably waive any rights I may have in or to any of the foregoing, and I understand and agree that Wrestling With Character and its designees are the exclusive owners (to the extent the materials are created by or at the direction of each such party) of any and all right, title and interest, including copyright, in and to any materials of any kind or nature containing or developed from use of my Personal Attributes.

I have read this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that I have given up substantial rights by agreeing to it and have agreed to it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby forever and irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief with respect to any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, or to rescind, limit or disaffirm this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement. If Participant is Under 18 Years of Age: If you are under 18 years of age, you represent and warrant to Wrestling With Character that your

parent or legal guardian has reviewed these Student Terms and agrees as follows: I am the parent or legal guardian of participant; I consent to, join in and approve the foregoing Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement; I will ensure that my child honors his/her obligations hereunder; and I will indemnify and hold Releasees harmless from and against any Losses arising out of or in any way related to (i) this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement or the rights granted herein, (ii) my child's attendance at or participation in any of the Activities, or my child's attendance at the locations, places and/or buildings at, on or in which the Activities take place, (iii) any breach of the above representations, warranties and agreements, or (iv) any attempt to rescind, limit or disaffirm the foregoing. I hereby expressly approve of my child's attendance at or participation in any or all of the Activities, and my child's attendance at the locations, places and/or buildings at, on or in which the Activities take place. Activities Organized Through Your Account Certain Activities (e.g., virtual group sessions) may be organized by you through your Wrestling With Character account in which other individuals participate. If you are the parent or legal guardian of those individuals, you make the representations, warranties and agreements as to those individuals (including the releases, waivers and indemnifications) as to your child's participation as set forth above in "If Participant is Under 18 Years of Age." For all other individuals, you are responsible and liable for such individual's participation in the Activities under these Student Terms as if such participant was you. You are responsible for your Wrestling With Character account(s) and any Activities conducted under your name or associated with your account.

V. Annual or Monthly Auto-pay Membership Program Terms and Conditions

The annual membership or monthly auto-pay is designed to offer benefits to Wrestling With Character members. Monthly payments are for an entire month as based on a member's monthly billing cycle. Memberships are nonrefundable.

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Wrestling With Character does not provide refunds or credits for any partial month.

Auto-Renewal Agreement Terms and Member Card Charge Authorization

I understand that my Wrestling With Character Annual or Monthly Auto-Pay membership will continue to renew monthly until I properly cancel my membership (as described in "Freezes and Cancellations" below). I understand that I will be expected to pay any and all fees and charges associated with my account as a result of my monthly payment being declined for any reason.

I understand that I will be expected to pay any and all fees and charges associated with my account that are outstanding when my account is frozen or cancelled. I authorize Wrestling With Character, and their respective third-party payment processor(s) to charge my debit or credit card on a monthly basis for the price of my Wrestling With Character Annual Membership or Monthly Auto Pay Enrollment dues, and for any other fees and charges that may be incurred by me in using my Wrestling With Character membership, or Wrestling With Character products, services or facilities, including without limitation, all reservation and late cancel/no show fees. Changes to this authorization agreement by Wrestling With Character will

be reflected in any changes to this Auto-Renewal Agreement Terms and Member Card Charge Authorization.

Refund Policy

The membership fee is non-refundable. Refunds for class enrollment dues will not be given under any circumstances. Deposits for parties and rentals are also non-refundable.

Return Check Policy

A fee of \$25.00 is charged on all returned checks. A child will not be allowed to participate in class until valid payment is received.

Enrollment Policy

Once a student is enrolled in a program at Wrestling With Character, he or she will be automatically enrolled in the following month unless Wrestling With Character, is notified in writing by the within 15 days of the current month's renewal date. Verbally informing your child's coach or the front desk will not drop your child from their class!

Payment Policy

The annual membership fee is due upon registration and renewed annually on a per child basis. The annual membership fee covers each child's membership annually from August through July.

At the time you register, you pay the annual membership fee and the first month's enrollment dues. Thereafter, enrollment dues for the upcoming month are due on the same date the following month. For example: January 15th, February 15th, March 15th, etc.

Families are required to enroll in our automatic electronic payment system for simple monthly billing, however if a family is not enrolled in automatic payments, they will be required to keep a credit card on file that will only be used in the event of a delinquent account.

Payment is expected before service is provided. When paying by check, please make checks payable to Passion First Wrestling, Inc. We also accept Visa, Mastercard, and Discover.

Absence Policy

In order to offer high quality and consistent instruction, when you choose a class day/time for your student you are purchasing a consistent spot in that class which will not be filled by any other student. We also understand that family schedules are busy and there are times students may miss a practice. If you are going to be absent from a practice please let us know. Make up practices will be determined on a case by case basis.

Limitation of Liability

Wrestling With Character shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with the Wrestling With Character programs, benefits, Activities, these Student Terms, transactions, your Wrestling With Character account(s) or your relationship with Wrestling With Character, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if Wrestling With Character or its authorized representatives have been advised of the possibility of such damages. In no event shall Wrestling With Character have any liability for unauthorized access to, or alteration, theft or destruction of any of a participant's Wrestling With Character account(s) through accident, misuse, or fraudulent means or devices by participant or any third party, or as a result of any delay or mistake resulting from any circumstances beyond Wrestling With Character's reasonable control.

Wrestling With Character is not responsible or liable to you, or any person claiming through you, for failure to supply or fulfill any Wrestling With Character programs, benefits or Activities, including, without limitation, any in-person or virtual Activities, in the event Wrestling With Character, its vendors or their respective operations are affected by any acts of god, any action, regulation, order, or request by any governmental or quasi-governmental entity, equipment failure, actual threatened terrorist acts, weather, natural phenomenon, war (declared or undeclared), fire, embargo, labor dispute or strike, labor or material shortage, transportation, interruption of any kind, civil disturbance, insurrection, riot, epidemic, pandemic, public health or safety issues or matters, or any laws, rules, regulations or orders or other action adopted or taken by any national, federal, state, provincial, or local government authority, or any other cause, whether or not specifically mentioned above.

Changes

Wrestling With Character may change, update, terminate and replace these terms; change, add, or terminate any programs, benefits and Activities, or participating locations or methods of participation; change, add or terminate any programs, benefits or Activities, or any feature of the programs, benefits and Activities; change any service providers; or change any requirements for initial or continuing eligibility; in whole or in part, at any time, and without notice or compensation, even though such actions may affect the programs, benefits and Activities or your participation in the programs, benefits or Activities.

You agree that Wrestling With Character may provide notices, disclosures, and changes or updates to or replacements of these Student Terms, and other information relating to the programs, benefits. Wrestling With Character reserves the right to seek all remedies available at law and in equity for violations of any of these Student Terms, including suspending or blocking your access to your Wrestling With Character account(s), or terminating your participation in any or all programs, benefits and Activities, and associated This is the Privacy Policy of Passion First Wrestling, Inc. (hereafter referred to as “us” or “we”). This Privacy Policy describes how your personal information is collected, used, and shared through our website or any of our branded apps (together, the “Service”).

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Account(s).

Health Policy

Students may not attend class if they exhibit any symptoms of illness. This includes but is not limited to fever, flu-like symptoms, sore throat, ringworm, rash, etc. If your child has been diagnosed with a contagious illness please contact our office right away. We will keep all information confidential. If your child is unable to attend class please see the make-up policy for further information. Specific health policy includes: Antibiotic: If a child is prescribed an antibiotic for illness they must take it for 24 hours prior to attending class; Lice: Students must be free of lice and nits; Fever: Students must be free of fever for 24 hours prior to returning to class.

Food and Drink

Food and/or drink are allowed only in the viewing area. We thank you for your understanding.

Lost Items

Wrestling With Character cannot be responsible for any lost items.

PRIVACY POLICY FOR ONLINE DATA AND USAGE

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PERSONAL INFORMATION WE COLLECT

When you use the Service, we collect the following types of personal information:

Account Registration Information

In order to sign up for a free trial or make a purchase, you must create an account by providing us with your email address and a password. You may also create a username and upload an avatar to use for comments or forums.

Payment Information

You must also provide valid payment card information if you wish to sign up for a free trial, subscription, or make any other purchase. Except for the name associated with your card and information about the transaction (e.g., time of transaction, amount), payment card information is collected directly by a third-party payment vendor and is not received or stored by us.

Information Collected Automatically

Each time you visit the Service, we automatically collect certain information about your device and your interaction with the Service. This may include your viewing activity, your IP address, location information, your browser type, your Internet service provider (ISP), referring/exit pages, your operating system, date/time stamps, and related metadata.

Comments

We may offer the ability to provide comments or to post messages in a forum. Any posts you make will be publicly available.

Other Information

You may also choose to provide other information about yourself in connection with surveys, contests, special offers, customer support inquiries, and other communications with us.

HOW WE USE YOUR INFORMATION

We may use the information collected about you to:

- Fulfill your orders and deliver content to you;
- Send you marketing communications (depending on your preferences);
- Provide customer support to you;
- Analyze how the Service is being used for troubleshooting and improvements;
- Communicate with you;
- Collect debts, prevent fraud, and protect the integrity of the Service;
- Enforce our legal rights;

DISCLOSURES TO THIRD PARTIES

We may disclose your information to the following types of third parties:

Authorized Service Providers

We share your information with authorized service providers involved in operating the Service. Our authorized service providers include payment providers, email service providers, and analytics companies.

Legal Situations

We may disclose your information when we have a good faith belief that compliance is required by a search warrant, subpoena, court order, or similar request from a law enforcement or other government agency.

To the Public

We may publicly disclose aggregated user statistics and other information, which is not considered personal information. If you comment on a video or participate in a forum, your comment will

TARGETED ADVERTISING

We may use your personal information to provide you with targeted advertisements or marketing communications we believe may be of interest to you.

You can limit the use of your information for purposes of targeted advertising using a number of methods:

Via the Digital Advertising Alliance's tool available at optout.aboutads.info, which lets you opt-out of interest-based ads on websites.

Via AppChoices mobile app, available at <https://www.youradchoices.com/appchoices>, which lets you opt-out of interest-based ads in mobile apps.

Using platform specific opt-out features:

Google: <https://adssettings.google.com/>

Facebook: <https://www.facebook.com/about/ads>

By configuring your browser settings and/or mobile settings to restrict third-party cookies and/or the use of the advertising ID associated with your mobile device for interest-based advertising purposes.

The options described above must be set on each of your devices in order to apply. Not all companies that serve interest-based ads participate in the ad industry opt-out programs described above, so even after opting-out, you may still receive some cookies and interest-based ads from other companies.

EMAILS

When you create an account, you may receive certain emails:

Transaction Emails

When you first create an account, we may send you a welcome email that provides information about your subscription and your account. If you make a purchase, we may send you an email confirming your purchase. We may also send you other emails concerning your account status and renewals. You may not opt out of transactional emails.

Marketing Emails

Depending on your preferences, we may send you emails letting you know about new programs or features, or promotions. You may opt out of these emails at any time in your account settings.

YOUR PRIVACY RIGHTS

You may change your account information or close your account at any time by logging into your account and adjusting your account settings. If you close your account or request that we delete your account, you may lose access to content you have purchased. When you close your account, we may preserve your account information to (i) let you know about new offers and content; (ii) restore your account, if you ever wish to re-subscribe; and (iii) where we believe in good faith that preservation is necessary to enforce our rights.

EEA Users:

Users from the European Economic Area (EEA) have the right to: opt out of cookies (see our Cookie Policy); access, correct, delete, restrict or object to our use of your personal information. If you would like to exercise any of these rights, please submit your request by using our form.

We process personal information to fulfill contracts with you and to provide services you have requested (for example, to fulfill a purchase), or otherwise to pursue our legitimate business interests. Note that your information will be transferred outside of Europe, including to the United States [[add any other countries where you will process information]].

California Users: Users from California have the right to: request information about the categories and sources of personal information collected about you, and the associated purposes for collection and third-party disclosures; request a copy of your personal information; request deletion of your personal information; and opt out of the sale of your personal information. To exercise your right to access or delete your personal information, submit your request by using our form. Note that to process your request, we must be able to verify your identity as the owner of the account you are inquiring about. We may not be able to fulfill your request until we can do so. Although you do not need to have an account to submit a request, we may not be able to locate certain information to process your request if you don't have one. Nevada Users: Nevada residents have the right to opt out of the sale of certain "covered information" collected by operators of websites or online services. We currently do not sell covered information, as "sale" is defined by such law, and we don't have plans to sell this information.

CHILDREN'S PRIVACY

The Service is not intended for individuals under the age of 16. If you are a parent or legal guardian who has discovered that your child has provided personal information through the Service without your consent, please contact us so that we can remove any unauthorized information.

CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons. Your continued use of the Service constitutes your agreement to any updated Privacy Policy on a prospective basis.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by mail:

Passion First Wrestling, Inc.
17927 Pierce Plaza
Omaha, NE 16830