# Passion First Wrestling, Inc. dba Wrestling With Character

# Release of Liability

In consideration of allowing the participant(s) to begin participation in activities with Passion First Wrestling Inc. dba Wrestling With Character while on the premises and property of said Center, the undersigned, for themselves, and/or being the legal and acting guardian of participant(s), acting for themselves and on behalf of the participant(s), release and hold harmless Passion First Wrestling Inc. dba Wrestling With Character a Nebraska nonprofit organization, its owners, officers, employees, and agents of and from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant(s) and/or the undersigned, while in or upon the premises upon which Passion First Wrestling Inc. dba Wrestling With Character is conducted, or any premises under the control and supervision of Passion First Wrestling Inc. dba Wrestling With Character, its owners, officers, employees, or agents or in route to or from any of said premises, or while at any premises or place when activities sponsored by or participated in by Passion First Wrestling Inc. dba Wrestling With Character, its owners, officers, agents, or employees.

## **Assumption of Risk**

Participation in physical activities can involve motion, rotation, force, and height in a unique environment and as such carries with it a certain assumption of risk. The undersigned and the participant(s) choose to voluntarily enter upon said premises under the control of said corporation, knowing their present condition and knowing that said condition may become more hazardous and dangerous during the time the participant(s) or the undersigned is upon said premises. The undersigned and the participant(s) voluntarily assume any and all risks of loss, damage, or injury that may be sustained by the participant(s) and/or the undersigned or any property owner by them while on or upon said premises described above. The corporation may but shall not be obliged to carry insurance on the participant(s), and the existence of insurance shall not change, alter, or increase the liability of the corporation to the participant and the undersigned or affect the terms of this Release. In signing this Release, the undersigned acknowledges: a) That he/she has read thoroughly and understands completely, the terms of Registration and Release and signs it voluntarily. b) That the undersigned signing either for themselves, or as Legal Guardian is, in fact, the true and legal guardian and has the consent of the participant(s).

#### **Membership Information**

An active Annual Membership is required per athlete to participate in Passion First Wrestling Inc. dba Wrestling With Character classes. Additional membership in either USA Wrestling or AAU Membership is required for participation. Membership to either USA or AAU Wrestling is the responsibility of the wrestler's family.

# **Initial and Ongoing Charges**

At the time you enroll, you pay the Membership fee(s) and the tuition for the classes anytime of the month. Thereafter, tuition is debited from the submitted account on the same day monthly. The monthly tuition includes all registered classes within the month, but will not be adjusted to reflect months with more or less days (holidays, 5 week months, etc.). To opt out of the automatic monthly debit, a written request must be submitted through a form available at the practice facility and through your personal WWC online account. Once a student is enrolled in a program at Passion First Wrestling Inc. dba Wrestling With Character, he or she will be automatically enrolled in the following month unless Passion First Wrestling Inc. dba Wrestling With Character is notified in writing by the 20th of the current month.

#### Marketing Release

I understand that the likeness of my child or children may be used in Passion First Wrestling Inc. dba Wrestling With Character ads, promotional videos, website material, or various other marketing. These images will be used for Passion First Wrestling Inc. dba Wrestling With Character' purposes only, and will not be given or sold to outside companies or individuals.

### Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Passion First Wrestling, Inc. dba Wrestling With Character ("the Club") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Club or participation in Club programming ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Print Name of Club Participant(s)	
Print Name of Parent/Guardian	
Signature of Parent/Guardian	Date
Email Address	