

RELEASE WAIVER FOR MINORS

Release of Liability and Indemnity Agreement

On the behalf of a minor, the undersigned, being at least 18 years of age, hereby represents that he or she is the parent or legal guardian of:

(Enter your name:) _____ (Hereinafter referred to as “the minor”) and, in exchange for Columbus Wrestling Club Inc, Gahanna Jefferson Public Schools, including but not limited to officers, coaches, members, clinicians, and other affiliates, herein referred to as the “PROVIDERS”, making these services available to the minor, hereby contracts and agrees as follows.

For the minor, the undersigned agrees and understands that wrestling and training is a HAZARDOUS ACTIVITY, which may result in INJURY or DEATH to the minor DURING participation in the PROVIDERS service(s).

The term “PROVIDERS”, as used throughout this legal document, includes its representatives, agents, officers, directors, and employees. The term “PROVIDERS NEGLIGENCE”, as used below, includes but is not limited to negligent, careless, reckless act, error or omission on the part of the PROVIDERS, including, but not limited to any failure to comply with local rules.

The undersigned further authorizes anyone working for the PROVIDERS to call for such medical care for the minor or to transport the minor to the appropriate clinic or hospital if, in the opinion of anyone working at the PROVIDERS facilities, medical attention is needed for the minor. The undersigned agrees that upon turning the minor over to any ambulance or other medical transport, medical facility, clinic, or hospital, the responsibility of the PROVIDERS shall be totally fulfilled and the PROVIDERS shall not have any further responsibility for the minor.

The undersigned AGREES TO PAY all costs associated with such medical care and related transportation for the minor and INDEMNIFY and hold harmless the PROVIDERS from any costs incurred therein, or any claims arising there from.

In exchange and in consideration of, the PROVIDERS, and the training center available for the minor for participation, I CONTRACTUALLY AGREE that any and all disputes between myself and the PROVIDERS arising from the minors use of the facility or the minors participation at the PROVIDERS facilities and including any claims or personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF OHIO and the exclusive jurisdiction thereof will be in the state or federal courts of the STATE OF OHIO and venue in the state court shall be in Franklin County.

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FULL RELEASE AND INDEMNITY AGREEMENT

I understand and EXPRESSLY AGREE to the fact that training in its various form is an inherently hazardous sport and has many dangers and risks. I realize that injuries are a common and ordinary occurrence in this sport. I EXPRESSLY AGREE as a condition of being allowed to train at the PROVIDERS facility and to use the equipment on premises, that I, the undersigned parent/guardian, freely accept and voluntarily assume ALL RISKS of personal injury, death or property damage, and FULLY RELEASE on behalf of the minor, the PROVIDERS from ANY AND ALL LIABILITY for personal injury, death, or property damage arising out of or resulting from my or the minors participation in this sport, the PROVIDERS conditions on or about the premises and facilities or the operations of the training area. I hereby accept that on the behalf of the minor the full responsibility for any and all damage or injury, which may result from training or participating at the PROVIDERS facility to the fullest extent permitted by law, I the undersigned parent/guardian also AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the PROVIDERS from any and all claims, suits, costs and expenses including attorney fees for personal injury, death or property damage from and/or on the behalf of said minor. Even after the minor has attained majority, and/or claims from injured third parties arising or allegedly arising out of or resulting from said minors conduct. The undersigned hereby expressly AGREES TO INDEMNIFY the PROVIDERS for the PROVIDERS NEGLIGENCE, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned signing below represents that they have the authority to enter into this contract on behalf of the said minor and on behalf of the parent or said guardian of said minor.

I, the undersigned HAVE READ AND UNDERSTAND the terms of the full release from liability and indemnity agreement, which is an essential part of it. I am signing it freely and on my own accord, realizing IT IS BINDING upon myself, my heirs and assigns, and, because I am signing it on behalf of any minors, that I have the full authority to do so, realizing the BINDING EFFECT on them as well as myself and that I will DEFEND AND INDEMNIFY the PROVIDERS from any claim from said minors as set forth above. As a condition of being permitted to the PROVIDERS facilities, I FULLY RELEASE the PROVIDERS AND AGREE TO EXPRESSLY ASSUME ALL RISKS of personal injury, death or loss or damage to any property, including those arising from NEGLIGENCE, including the PROVIDERS NEGLIGENCE as set forth above.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

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MEDICAL DISCLAIMER

The undersigned represents that the minor is in good health and has no health condition, illness or communicable disease that may make the minor's use of the PROVIDERS facilities injurious to the minor or other users of the PROVIDERS. If the minor should develop any such condition, illness or disease during the time they are a member of the PROVIDERS, the undersigned promises to discontinue minor's participation until minor has received an appropriate medical release from minor's doctor authorizing minor to continue using the facilities. Undersigned further promises to hold the PROVIDERS harmless from all liability for damages which the PROVIDERS may incur if minor or any third party should sustain injury or damage while using the PROVIDERS facilities, which is caused in any way by minor's condition, illness or disease. PLEASE BE ADVISED THAT IF MINOR HAS ANY CHRONIC PHYSICAL DISABILITY OR MEDICAL CONDITION, MINOR MAY BE AT GREAT RISK IN USING THE PROVIDERS FACILITIES.

Medical Conditions

Minor is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said minor should require emergency medical care:

Prohibited Activities

As a result of the above-mentioned medical conditions, I, on behalf of said minor, am prohibiting involvements in the following specific activities:

Relative to the minor, I hereby give permission to allow a recognizable image, still or video, in a newspaper, news broadcast or the PROVIDERS Internet web page(s) or advertising material(s) in connection with an event, award, training session or activity at the PROVIDERS facilities. I understand that the minor's name can be attached to said image at the time of publication.

I understand and confirm that by signing this WAIVER AND RELEASE that said minor and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, the PROVIDERS, whether by agreement, by operation of law, or otherwise.

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PARTICIPANT INFORMATION

Name of Parent/Guardian: _____

Parent /Guardian Signature: _____

Name of the minor Participant: _____

The minor Participant Signature: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Cell: _____ Age of Participant: _____