

COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims

COVID-19 SAFETY INFORMATION:

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, USA Wrestling has put in place preventative measures to reduce the spread of COVID-19. However, USA Wrestling cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in this event and/or other face to face activities. By attending an USA Wrestling event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact USA Wrestling Team Leader if they experience symptoms of COVID-19 within 14 days after participating in the USAW Junior and 16U Nationals.

RELEASE AND WAIVER:

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST NY-USAW AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE

OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

MEDICAL ACKNOWLEDGMENT AND RELEASE.

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any USA Wrestling sponsored event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) USA Wrestling, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"); BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Parent/Guardian's Signature: _____

Date: _____

Parent or Guardian of minor must read and complete the following:

Without this signed authorization from the parent/guardian, hospitals in many states are obligated by law to delay treatment of a contestant's injury or illness until the parents can be reached by telephone and their permission granted to begin treatment. Such a delay can prove unnecessarily painful and even dangerous to the athlete, particularly if the parents cannot be reached immediately. To avoid such delays, the parent/guardian should check one of the options below and endorse the selection with his/her signature.

Check one:

If my child needs medical attention, it is my wish that I be contacted before any medical procedures are begun, unless immediate medical treatment is necessary to save my child's life or prevent permanent injury, in which event I authorize all necessary treatment.

If my child, named above, needs medical treatment during this event, it is my wish that the necessary treatment be initiated while efforts are being made to contact me. So that treatment of my child will not be delayed, I consent to any medical procedures that the physician believes my child needs, on the understanding that efforts will continue to be made to reach me. I accept responsibility for all costs related to such treatment.

Adult athletes hereby authorize and consent to emergency medical treatment. Exceptions — List any medical procedures that you do not want performed unless specific approval is received: _____

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS HAD SUFFICIENT OPPORTUNITY TO REVIEW THE PROVISIONS OF THIS DOCUMENT AND UNDERSTANDS ITS PURPOSE, MEANING AND INTENT.

Print Name of Participant _____

Signature of Participant _____ Date _____

Signature of Parent or Guardian _____ Date _____

Consent & Release Form and Assumption of Risk, Code of Conduct & Release of Liability Waiver

CONSENT AND RELEASE FORM

In consideration for the opportunity to participate at a USA Wrestling Sanctioned and/or Official Championship Event (the "Event"), the undersigned and his/her parent or guardian, if applicable ("Participant") hereby acknowledges that the "Event," and related activities and performances, may be televised live and/or videotaped for broadcast, cable cast, home video entertainment and/or any other use or distribution (collectively, "Dissemination") in a manner not inconsistent with applicable rules of The United States of America Wrestling Association, Inc., d/b/a USA Wrestling, Inc. ("USAW") and/or United World Wrestling ("UWW") and hereby consents that USAW, for purposes of USAW's athletics/sports programs and related events and activities, and any television network, production company or any other parties with which USAW has agreements for such purposes, and/or their licensees, shall have the right, without any compensation to Participant, to use Participant's name, photograph, image, likeness, biography and accomplishments and displays of wrestling ability in any Dissemination of the Event and for the purpose of advertising, promoting and publicizing the events and activities of USAW and the program and/or any program series of which any Dissemination of the Event is a part (provided that none of the above shall be used in such fashion so as to constitute an endorsement of any commercial product). Participant agrees, for and on behalf of Participant and Participant's heirs, personal representatives, administrators, agents, successors and assigns, to release, indemnify and hold harmless USAW and its officers, directors, agents, employees and licensees from any claim of any nature based upon or arising out of any Dissemination or other permitted uses contemplated by this Consent and Release.

Signature of Participant _____ Date _____
Signature of Parent or Guardian _____ Date _____

ASSUMPTION OF RISK, CODE OF CONDUCT & RELEASE OF LIABILITY WAIVER

IN CONSIDERATION FOR the opportunity to participate in the EVENT described below, PARTICIPANT acknowledges, agrees and affirms the following:

- The following words used in this document will have the meaning indicated:
 - "EVENT" shall mean any USA Wrestling Sanctioned and/or Official Championship Event.
 - "USAW" shall mean The United States of America Wrestling Association, Inc., d/b/a USA Wrestling, Inc., and its directors, officers, members, employees, officials, committees, clubs, affiliates, agents and their successors and assignees.
 - "EVENT ORGANIZER" shall mean a club, local organizing committee or any other person or entity responsible for hosting, conducting, and/or sponsoring the EVENT, including any director, officer, member, official, committee or agent thereof and their successors and assignees.
 - "PARTICIPANT" shall mean the undersigned individual who

competes or is involved in the EVENT and his/her parents, legal guardians, heirs, personal representatives and their successors and assignees.

E. "PERSONAL INJURY" shall mean and include any bodily injury; permanent, temporary, total or partial disability; paralysis; dismemberment; or death.

F. "PROPERTY DAMAGE" shall mean and include damage or destruction to PARTICIPANT'S gear, equipment and all other personal property or belongings.

G. "MEDICAL TREATMENT" shall mean and include all emergency medical treatment, medical procedures, hospitalization or other care rendered to PARTICIPANT in connection with or resulting from his/her participation in EVENT.

H. "LOSS" shall mean and include any and all liabilities, losses, damages and claims (including reasonable costs and attorneys' fees), which are suffered or result directly or indirectly from PERSONAL INJURY, PROPERTY DAMAGE and/or MEDICAL TREATMENT to PARTICIPANT, or others, and which are incurred during or in the course of PARTICIPANT'S preparation for, participation and involvement in, and travel to or from the EVENT or the conduct and management of the EVENT.

2. By issuing a sanction for the EVENT, USAW is not responsible or liable for the management or conduct of the EVENT, unless USAW has otherwise expressly agreed in writing to serve in such role.

3. PARTICIPANT understands and appreciates the risks of serious injury that may occur in the sport of wrestling or in the course of preparing for, participating in and traveling to or from the EVENT, and that such activities may involve risks, including PERSONAL INJURY.

4. PARTICIPANT knowingly and voluntarily assumes all such risks of LOSS and all legal and financial responsibility therefor.

5. USA Wrestling (USAW) is committed to providing a safe environment for its members, participants, coaches, officials and volunteers and to prevent abusive conduct and harassment in any form while participating in the activities of USAW. USAW promotes good sportsmanship throughout the organization and encourages qualities of mutual respect, courtesy and tolerance in all members, participants, coaches, officials, staff and volunteers. USAW advocates building strong self-images among participants. Athletes with a strong self-image may be less likely targets for abuse or harassment; similarly, they may be less likely to engage in abuse or to harass or bully others around them.

To this end, USAW has established the following guidelines of behavior. All members of the organization, as well as parents, spectators and other invitees are expected to observe and adhere to these guidelines.

Harassment and abuse are defined in various sources such as state law, case law, sports organization and professional association codes of conduct and training manuals, corporate and business workplace documents and human rights commission materials. USAW has not adopted any specific definition of harassment or abuse, choosing instead to defer to such general sources and definitions for reference and application, depending on the circumstances. As further elaboration of examples given above, the following generally describe conduct that may be considered harassment or abuse:

-Any improper or inappropriate comment, action or gesture

directed toward a person or group that is related to race, ethnicity, national origin, religion, age, gender, sexual orientation, disability or other personal characteristic.

-Creating an environment through behavior or course of conduct that is insulting, intimidating, humiliating, demeaning or offensive.

-Harassment usually occurs when one person engages in abusive behavior or asserts unwarranted power or authority over another, whether intended or not, and may include, for example, name-calling, threats, belittling, unwelcome advances and requests for sexual favors (as well as undue pressure to perform or succeed).

-Harassment includes child abuse.

-Child abuse can include physical contact – or the threat of it – that intentionally causes bodily harm or injury to a child. This may include, for example, hitting, shaking, kicking, showing, forcing an athlete to wrestle when injured or mandating excessive exercise as a form of punishment. It may also include touching for the purpose of causing sexual arousal or gratification that involves a child, rape, incest, fondling, exhibitionism and sexual exploitation. It may also include chronic attacks on a child's self-esteem, such as psychologically destructive behavior consisting of ridiculing, screaming, swearing, racist comments, threatening, stalking, hazing and isolating.

6. PARTICIPANT releases, waives any claims and promises not to sue the EVENT ORGANIZER and/or USAW with respect to any LOSS incurred during or in connection with his/her participation in the EVENT, any activities associated with the EVENT and the conduct and management of the EVENT (including as may result from the negligence of the EVENT ORGANIZER), except any LOSS which is the result of gross negligence and/or willful or wanton misconduct by the EVENT ORGANIZER. PARTICIPANT further agrees to hold harmless and indemnify the EVENT ORGANIZER and/or USAW from any claims brought against the EVENT ORGANIZER and/or USAW resulting from, arising out of or in any way associated with any LOSS.

7. Prior to participating in the EVENT, PARTICIPANT shall have the right to inspect the facilities and equipment to be used and, if PARTICIPANT discovers any condition which he/she reasonably believes to be unsafe, PARTICIPANT will immediately cause EVENT officials to be notified of such condition and will not participate in the EVENT so long as such condition exists.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD IT'S MEANING AND CONTENTS.

Print Name of Participant _____
Signature of Participant _____ Date _____
Signature of Parent or Guardian _____ Date _____