

## **Liability Waiver**

I, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, am voluntarily signing this agreement to allow my child, \_\_\_\_\_, age \_\_\_\_\_, (the "Participant"), to participate in the Wrestling Practice, Tournaments, and Austin Wrestling Academy functions. (the "Activity") offered by Austin Wrestling Academy, LLC at 510 Bridle Path #B, Dripping Springs, Texas 78620 (the "Facility.")

### **Assumption of Risk**

I understand and acknowledge that physical exercise can be strenuous and has the potential to result in illness or serious injury, such as: Minor bruises, soreness, sprained joints, and other injuries associated with the nature of wrestling. I have had an opportunity to inspect the equipment that will be used to conduct the Activity, which includes: Wrestling Mats, Weights, and exercise equipment. (the "Equipment.")

I acknowledge that participation in the activity requires adherence to safety guidelines. I agree to follow the safety rules and instructions of Austin Wrestling Academy, LLC. Specifically, Participant will abide by the following rules:

- Hygiene
- Sanitation
- Self Monitoring
- Communication
- Any other instruction given to me by Austin Wrestling Academy, LLC, its instructors, employees, management, or agents.

I understand and appreciate the inherent risks associated with the Activity, and agree to assume all responsibility for any risk, known or unknown, associated with participation in the Activity.

### **Waiver of Liability**

To the extent that statute and case law allows for waivers of liability regarding ordinary negligence, I, my spouse, heirs, administrators and representatives hereby release Austin Wrestling Academy, LLC, their parent companies, affiliates, employees, contractors, management, volunteers, insurance carriers, agents, successors and assigns (the "Releasees") from any and all claims arising from the negligence of Releasees associated with use of the Facility, use of the Equipment, or participation in the Activity.

Furthermore, I, my spouse, heirs, administrators and representatives, release, indemnify and hold harmless the Releasees for any personal injury to Participant, damage to personal property of Participant or others, mental anguish of Participant, their spouse, or family, wrongful death of Participant, claims brought by others arising from Participant's conduct during participation in the Activity, and other legal claims that occur in association with the use of the Facility, use of the Equipment, or participation in the Activity. The indemnification extends to any court costs, legal fees, attorney fees and administrative costs associated with the claims.

### **Authorization of Emergency Aid**

If required, I expressly authorize the provision of emergency medical assistance if I become injured during the Activity.

### **General Terms**

The Activity is ongoing, and this waiver is meant to cover each instance of participation by the Participant. In exchange for the execution of this waiver, Austin Wrestling Academy, LLC is allowing Participant to participate in the Activity.

This waiver supersedes any prior agreements or representations, written or otherwise, made between myself and Austin Wrestling Academy, LLC. If any of this waiver is deemed unenforceable, that provision shall be severed from the waiver and the remaining provisions shall remain in full force and effect. This waiver shall be governed by the laws of the state of Texas.

BY SIGNING THIS WAIVER, I REPRESENT THAT I HAVE FULLY READ AND UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT BY

SIGNING THIS WAIVER I AM RELINQUISHING RIGHTS I WOULD OTHERWISE POSSESS, SUCH AS THE RIGHT OF RECOVERY FOR INJURY RESULTING FROM THE INHERENT RISKS OF THE ACTIVITY OR THE ORDINARY NEGLIGENCE OF AUSTIN WRESTLING ACADEMY, LLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_ DL#: \_\_\_\_\_

Emergency Contact (Name and Phone Number): \_\_\_\_\_

## Liability Waiver Instruction Sheet

### What is it?

A document one party signs that acknowledges risks associated with an activity and waives any legal responsibility another party may have for injury that occurs due to that activity.

### Why would I need it?

Businesses and organizations use these waivers to limit the liability they may incur due to hosting activities that have inherent risks. The types of activities include, but are not limited to, exercise programs, go karting, mountain climbing, skiing, scuba diving, skydiving, and many more.

\*NOTE - Louisiana, Montana, and Virginia all prohibit the use of these waivers. The other States allow these waivers to be executed.

### What do I do with this Waiver?\*

#### 1) Review

- Read through the waiver and make sure all the information you provided is accurate.

#### 2) Distribute and Execution

- Provide a waiver to each participant, have them complete the blanks in the waiver, and sign the waiver.

#### 3) Post-Execution

- After a participant signs the waiver, have them return it to you and keep it for your personal records.

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