

## CARDINALS WRESTLING CLUB EMERGENCY MEDICAL FORM AND WAIVER OF LIABILITY

CHILD'S NAME \_\_\_\_\_ AGE: \_\_\_\_\_ DOB: \_\_\_\_\_  
FUTURE HIGH SCHOOL: \_\_\_\_\_ GRADE \_\_\_\_\_ WEIGHT: \_\_\_\_\_  
CWC LEVEL (*circle one*): **advanced - intermediate - beginner** T-SHIRT SIZE: \_\_\_\_\_  
PARENT(S) NAME(S): \_\_\_\_\_  
PARENT(S) PHONE#: \_\_\_\_\_  
PARENT(S) EMAILS: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
EMERGENCY CONTACT NAME AND # (If parent is unavailable): \_\_\_\_\_  
\_\_\_\_\_  
CHILD'S MEDICAL CONDITIONS/INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
FAMILY DOCTOR NAME & PHONE #: \_\_\_\_\_

The undersigned being the lawful parent and/or guardian ("guardian") of the above child ("child"), hereby consents to the participation by the child in all the activities associated with the use of the premises located at 3140 Berlin Station Rd., Delaware, Ohio 43015; 675 Lewis Center Rd., Lewis Center, Ohio 43035; and 2840 E. Orange Rd., Lewis Center, OH 43035 ("subject premises") and HEREBY ASSUMES ALL OF THE RISKS of injury or harm to himself/herself and to the child associated with the use of the subject premises, including but not limited to the wrestling gym, elevators, stairs, bathrooms, weight room, hallways, main gym, auxiliary gym, and commons area including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

In consideration of the risk of injury while using the subject premises, and as consideration for the right to use the subject premises, the guardian of the above child, heirs, executors, administrators, assignees, or personal representatives, knowingly and voluntarily WAIVES ANY AND ALL RIGHTS, claims or causes of action of any kind whatsoever arising out of the child's use of the subject premises and agrees to release, indemnify, defend and forever discharge the CARDINALS WRESTLING CLUB ("hosts"), its coaching staff, the host high school administration, the Olentangy Local School District, and its agents of an from all liability, claims, demands, damages, costs, expenses, actions and causes of action in respect of death, bodily injury, loss or damage to the child, or by the child, economical or emotional loss, that she/he may suffer as a direct result of the use of the subject premises; and TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of the use of the subject premises, whether caused by the negligence of release or otherwise.

THE GUARDIAN, IN CONSIDERATION FOR THE MINOR CHILD'S VOLUNTARY PARTICIPATION IN WRESTLING ACTIVITIES WITHIN THE SUBJECT PREMISES, HEREBY

WILLFULLY ACKNOWLEDGES THAT THE SIGNATURE BELOW ATTESTS TO THE UNDERSTANDING AND AGREEMENT THAT WRESTLING IS A PHYSICAL, CONTACT, SPORT THAT INVOLVES THE RISK OF INJURY. THE GUARDIAN VOLUNTARILY ASSUMES ALL RISKS AND HAZARDS ASSOCIATED WITH THE MINOR CHILD'S PARTICIPATION IN THE SPORT. GUARDIAN UNDERSTANDS AND ACKNOWLEDGES THAT THE SPORT OF WRESTLING IN GENERAL HAS INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, TRAINING, INSTRUCTION, SUPERVISION OR EXPERTISE CAN ELIMINATE. THE MINOR CHILD IS IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN WRESTLING PRACTICES, MATCHES, MEETS AND TOURNAMENTS, AND THE MINOR CHILD HAS NO ILLNESS, DISEASE OR EXISTING INJURY OR PHYSICAL DEFECT THAT WOULD BE AGGRAVATED BY THE MINOR CHILD'S PARTICIPATION. THE GUARDIAN WILL INFORM THE MINOR CHILD'S COACH IF THIS STATUS CHANGES. THE GUARDIAN FURTHER ACKNOWLEDGES THAT WRESTLING CARRIES THE RISK OF LOSS OR DAMAGE TO THE MINOR CHILD OR THE MINOR CHILD'S PROPERTY, INCLUDING THE RISK OF PHYSICAL INJURY, DEATH, OR OTHER UNFORESEEN CONSEQUENCES, INCLUDING THOSE WHICH MAY BE DUE TO THE UNAVAILABILITY OF IMMEDIATE EMERGENCY MEDICAL CARE AND/OR PASSIVE OR ACTIVE NEGLIGENCE OF THE HOSTS, OR HIDDEN, LATENT OR OBVIOUS DEFECTS IN THE FACILITIES OR EQUIPMENT USED.

I acknowledge that the Hosts and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity in connection with the use of the subject premises. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Hosts, its agents and employees. In the event that my child should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. This Agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between parties of equal bargaining strength. The guardian and Hosts agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of the Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

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*Parent signature, date*

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*Wrestler signature (if over 15 years old), date*

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*Parent printed name*

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*Wrestler printed name*