

Attachment 3 - OKWA Liability Waiver / Minor Release

Assumption of Risk-I am participating in the sport of Wrestling at my own free will. I understand that my decision to participate in the sport of wrestling is entirely voluntary. I understand that the sport has inherent risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of the coaches, participants, or others, or from the unavailability of emergency medical care. I understand and accept full responsibility for identifying concussion or potential concussion, and will educate myself on concussion awareness. I am aware of the Center for Disease Control's website <http://www.cdc.gov/concussion/> as well as the www.headsupparents.org website where I can educate myself on concussion awareness. **Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless the Oklahoma Kids Wrestling Association (hereinafter referred to as OKWA), and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents, representatives, host school or district, referees, members, participants, past or present (hereinafter jointly referred to as "the Released Parties"), from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the sport of wrestling including, without limitation, **ANY CLAIM FOR NEGLIGENCE, WHETHER BY OMISSION OR COMMISSION, AGAINST ANY EMPLOYEE, AGENT OR VOLUNTEER OF OKWA, WHICH ARE HEREBY EXPRESSLY RELEASED.** I also agree to defend, indemnify and hold harmless the "Released Parties" from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the sport of Wrestling. I further assume full responsibility for any and all damages, injuries (including death) or losses that my child may sustain or incur, if any, while attending, practicing, participating or witnessing, in any club exercise program, sport, or physical activity occurring in or about the club premises or at any offsite location. I hereby assume full risk, waive all claims and release and hold OKWA, my club, associate or member clubs, any instructors, partners, of any program or event, individually or otherwise, harmless for any and all claims for injuries or damages. In consideration of my child's participation in and the use of the Club's facilities, I hereby release and covenant not to sue or bring legal action against the "Released Parties" from any and all claims resulting from any physical injury that may occur to my child while participating in any program or event sponsored or not by the OKWA or my local club or any member clubs. I agree to pay for any and all damages to any property or "Released Party" caused by me negligently, willfully or otherwise. **Prerequisite Skills.** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the sport of Wrestling. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the Club Sports Program, then I shall direct such questions to the appropriate individuals. **Representatives.** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives. **Consent for Emergency Treatment**-I consent to medical treatment for emergencies that occur during or are related to my participation in the sport of Wrestling where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me. **Insurance**-I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Sport of Wrestling. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Club Sports Program. I acknowledge that the OKWA and any "Released Parties" shall not be responsible for any of the aforementioned. **Severability.** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

Consent and Release:

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily. I am the parent or legal guardian of the below named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of this waiver and release agreement. I also give my consent to the participation in the activity of the minor. I further agree to indemnify and hold harmless OKWA, their members, staff, adult volunteers and adult participants participating in OKWA programs and activities, any liability for their negligence which may be a proximate cause of any injuries to my child/ward, to the extent that any liability would exceed any available insurance.

PARENT NAME: _____ SIGNATURE: _____ Date: _____

Contact Phones: _____ ; _____ ; _____

Mailing Address: _____

CHILDREN NAME: (1) _____ (2) _____ (3) _____

DATES OF BIRTH: (1) _____ (2) _____ (3) _____

CHILDREN NAME: (4) _____ (5) _____ (6) _____ DATES

OF BIRTH: (4) _____ (5) _____ (6) _____