

Bethesda-Chevy Chase Youth Wrestling Club, Inc.: Waiver and Acknowledgment Form 2023-2024 Season

Instructions:

1. Fill out one form per wrestler and scan it and email it to bccyouthwrestling@gmail.com. Wrestlers may not participate in any B-CC Youth Wrestling Club activities until this waiver form is completed.
 - An additional Covid-19 Waiver is also required prior to the start of practice.
2. Reminder: all wrestlers must have a current USA Wrestling card. Go to <https://www.usawmembership.com>, select the **limited folkstyle** USA Wrestling athlete membership (cost is \$20), and select the Bethesda-Chevy Chase Youth Wrestling Club as your club.

Wrestler's Name: _____

Parent's Names: _____

Address: _____

I have read the Bethesda-Chevy Chase Youth Wrestling Club Program Manual, I am familiar with its contents, and I agree that we (child and parents) will follow the rules and code of conduct therein.

I understand and acknowledge that wrestling is a strenuous sport that has risks of serious injury, and by consenting to my child's participation in Bethesda-Chevy Chase Youth Wrestling Club, Inc. (hereinafter referred to as, "BCC") events, meets, practices and other activities, I, on behalf of myself and my child, expressly and voluntarily assume all risks of injury or loss associated with the sport of wrestling and consent to emergency treatment of my child if injured at any BCC event, meet, practice or activity.

I certify that my child has no medical or other issues that should limit his/her participation in the sport of wrestling.

I, on behalf of my child and myself (including my and my child's heirs, next of kin, personal representative, agents, insurers, successors and assigns) (hereafter "Releasers") hereby covenant not to sue and forever release and discharge BCC (including in all capacities its insurers, administrators, agents, directors, officers, members, coaches, volunteers, employees, participants, sponsors, advertisers, and operators of premises used to conduct any BCC event, practice or activity) (all hereinafter "Releasees") from any and all liabilities, claims, demands, causes of action or losses of any kind that Releasers may have arising out of participation in, preparation for, attendance at, or traveling to and from any BCC event, practice, or activity, including, but not limited to, injuries and losses caused by the passive or active negligence of the Releasees, or hidden, latent or obvious defects in the facilities or equipment used.

Additionally, the Club occasionally utilizes photographs and images of our participants in various marketing materials, including but not limited to our website, social media platforms and newsletters. We greatly value the opportunity to showcase the dedication and accomplishments of our athletes, and believe that these images help raise awareness about our program, inspire others to participate, and foster a sense of community among our members.

By signing this Waiver, you are giving consent that will allow the Club to use these images solely for the promotion and advertisement of our wrestling program. Please review the following terms and conditions of consent:

- Grant of Permission: By signing this consent form, you grant the Club the irrevocable right and permission to use photographs and images of your child, for marketing and promotional purposes as outlined above.
- Duration: This consent shall remain in effect unless revoked in writing by you. You may revoke this consent at any time by contacting us in writing, and we will cease using your child's images within a reasonable timeframe.
- No Compensation: You understand and agree that you or your child will not receive any financial compensation or royalties for the use of these images.
- Confidentiality: The Club will take all reasonable measures to protect the privacy and confidentiality of your child's personal information. We will not sell or disclose this information to third parties for commercial purposes.

Print name of parent or legal guardian

Signature of parent or legal guardian

Date

Relationship to wrestler

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in and on behalf of BCC YOUTH WRESTLING CLUB, INC. athletic programs and related practices, training, competitions, events and activities (the "Events"), the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and 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, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS, and promise and agree not to sue or bring any legal action against, BCC YOUTH WRESTLING CLUB, INC. and any other related or affiliated companies, organizations, entities, businesses, programs, persons and their past, present and future officers, directors, principals, officials, agents, employees, coaches, volunteers, contractors, representatives, affiliates, athletes, teammates, wrestlers, participants, parents and guardians of athletes, teammates, wrestlers, and participants, sponsoring agencies, sponsors, advertisers, successors and assigns, and if applicable, owners and lessors of premises used to conduct any Events (collectively the "RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I understand that RELEASEES are not responsible in any manner for any risks related to COVID-19. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Events (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating in the Events, including COVID-19.

6. To the maximum extent permitted by applicable law, I (1) covenant and agree not to elect a trial by jury with respect to any issue arising out of this agreement or the Releasees or the Events that is triable of right by a jury, and (2) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

7. This agreement shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

8. This Waiver and Release and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maryland including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Maryland, County of Montgomery.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant (print): _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian (print): _____

Parent guardian/signature: _____

Date signed: _____