

Iron Eagle Wrestling Club

5220 E. Trindle Rd.
Mechanicsburg, PA 17050

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: IRON EAGLE WRESTLING CLUB IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN MATS OR IN ANY OTHER WAY INVOLVED IN WRESTLING AT IRON EAGLE WRESTLING CLUB FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF IRON EAGLE WRESTLING CLUB, ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES.

IN CONSIDERATION OF MY PARTICIPATION, I HEREBY RELEASE AND COVENANT NOT-TO-USE IRON EAGLE WRESTLING CLUB, AND ANY OF THEIR OWNERS, OFFICERS, EMPLOYEES, TEACHERS, COACHES OR AGENTS, FROM ANY AND ALL PRESENT AND FUTURE CLAIMS RESULTING FROM ORDINARY NEGLIGENCE ON THE PART OF IRON EAGLE WRESTLING CLUB, OR OTHERS LISTED FOR PROPERTY DAMAGE, PERSONAL INJURY, OR WRONGFUL DEATH ARISING AS A RESULT OF MY ENGAGING IN OR RECEIVING INSTRUCTION IN WRESTLING OR ANY OTHER ACTIVITIES OR ANY ACTIVITIES INCIDENTAL THERETO, WHEREVER, WHENEVER OR HOWEVER THE SAME MAY OCCUR. I HEREBY VOLUNTARILY WAIVE ANY AND ALL CLAIMS RESULTING FROM ORDINARY NEGLIGENCE, BOTH PRESENT AND FUTURE, THAT MAY BE MADE BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS.

FURTHER, I AM AWARE THAT WRESTLING IS A VIGOROUS SPORTING ACTIVITY INVOLVING COMBATIVE SITUATIONS, TUMBLING, THROWING OF INDIVIDUALS IN A UNIQUE ENVIRONMENT, AND AS SUCH, POSES A RISK OF INJURY. I UNDERSTAND THAT WRESTLING AND RELATED ACTIVITIES ALWAYS INVOLVE CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO DEATH, SERIOUS NECK AND SPINAL INJURIES RESULTING IN COMPLETE OR PARTIAL PARALYSIS, BRAIN DAMAGE AND SERIOUS INJURY TO VIRTUALLY ALL BONES, JOINTS, MUSCLES AND INTERNAL ORGANS AND THAT THE MATS AND OTHER SAFETY EQUIPMENT AND APPARATUS PROVIDED FOR MY PROTECTION, INCLUDING THE ACTIVE PARTICIPATION OF A COACH OR TEACHER WHO WILL ASSIST IN THE PERFORMANCE OF CERTAIN SKILLS, MAY BE INADEQUATE TO PREVENT SERIOUS INJURY. THE RISK OF HARM MAY BE LIMITED BY ALL OF THE SAFETY EQUIPMENT, MATS AND TRAINED COACHES BUT NEVER ELIMINATED. I UNDERSTAND THAT PARTICIPATION IN WRESTLING AND RELATED ACTIVITIES INVOLVES ACTIVITIES INCIDENTAL TO ACTIVE PARTICIPATION IN WRESTLING, INCLUDING MOVING FROM EVENT TO EVENT, CONDITIONING, STRETCHING AND ACTIVITIES WHICH MAY LEAVE ME VULNERABLE TO THE RECKLESS ACTIONS OF OTHER PARTICIPANTS WHO MAY NOT HAVE COMPLETE CONTROL OVER THEIR ACTIONS OR WHO MAY NOT SEE OTHER STUDENTS IN THE WRESTLING ROOM. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH THE KNOWLEDGE OF THE RISK INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL INHERENT RISKS OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS IRON EAGLE WRESTLING CLUB AND ALL OTHERS LISTED FOR ANY AND ALL CLAIMS ARISING AS A RESULT OF MY ENGAGING IN OR RECEIVING INSTRUCTION IN IRON EAGLE WRESTLING CLUB, ACTIVITIES OR ANY ACTIVITIES INCIDENTAL THERETO WHENEVER, WHEREVER OR HOWEVER THE SAME MAY OCCUR. I UNDERSTAND THAT THIS WAIVER IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF PENNSYLVANIA AND AGREE THAT IF ANY PARTITION IS HELD INVALID, THE REMAINDER OF THE WAIVER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT. I FURTHER AGREE THAT THE VENUE FOR ANY LEGAL PROCEEDINGS SHALL BE WITHIN THE STATE OF PENNSYLVANIA. I AFFIRM THAT I AM OF LEGAL AGE AND FREELY SIGNING THIS AGREEMENT. I HAVE READ THIS FORM AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM I AM GIVING UP LEGAL RIGHTS AND OR REMEDIES WHICH MAY BE AVAILABLE TO ME FOR THE ORDINARY NEGLIGENCE OF IRON EAGLE WRESTLING CLUB OR ANY PERSON LISTED ABOVE.

SIGNATURE OF PARENT/GUARDIAN

DATE

SIGNATURE OF PARTICIPANT IF 18 YEARS OF AGE

DATE