Consent & Release Form and Assumption of Risk, Code of Conduct & Release of Liability Waiver

CONSENT AND RELEASE FORM

In consideration for the opportunity to participate at a ISWA **State Finals Championship Event (the "Event")**, the undersigned and his/her parent or guardian, if applicable ("Participant") hereby acknowledges that the "Event," and related activities and performances, may be televised live and/or videotaped for broadcast, cable cast, home video entertainment and/or any other use or distribution (collectively, "Dissemination") in a manner not inconsistent with applicable rules or The United States of America Wrestling Association, Inc., d/b/a USA Wrestling, Inc. ("USAW") and/or the Fédération Internationale des Luttes Associees ("FILA") and hereby consents that USAW, for purposes of USAW's athletics/sports programs and related events and activities, and any television network, production company or any other parties with which USAW has agreements for such purposes, and/or their licensees, shall have the right, without any compensation to participant, to use Participant's name, photograph, image, likeness, biography and accomplishments and displays of wrestling ability in any Dissemination of the Event and for the purpose of advertising, promoting and publicizing the events and activities of USAW and the program and/or any program series of which any Dissemination of the Event is a part (provided that none of the above shall be used in such fashion so as to constitute an endorsement of any commercial product). Participant agrees, for and on behalf of Participant and Participant's heirs, personal representatives, administrators, agents, successors and assigns, to release, indemnify and hold harmless USAW and its officers, directors, agents, employees and licensees from any claim of any nature based upon or arising out of any Dissemination or other permitted uses contemplated by this Consent and Release.

Signature of Participant _____ Date _____

Signature of Parent or Guardian _____ Date _____

ASSUMPTION OF RISK, CODE OF CONDUCT & RELEASE OF LIABILITY WAIVER

IN CONSIDERATION FOR the opportunity to participate in the EVENT described below, PARTICIPANT acknowledges, agrees and affirms the following:

1. The following words used in this document will have the meaning indicated:
   A. "EVENT" shall mean any **ISWA/USA Wrestling Sanctioned Official Championship Event.**
   B. "USAW" shall mean The United States of America Wrestling Association, Inc., d/b/a USA Wrestling, Inc., and its directors, officers, members, employees, officials, committees, clubs, affiliates, agents and their successors and assignees.
   C. "EVENT ORGANIZER" shall mean a club, local organizing committee or any other person or entity responsible for hosting, conducting, and/or sponsoring the EVENT, including any director, officer, member, official, committee or agent thereof and their successors and assignees.
   D. "PARTICIPANT" shall mean the undersigned individual who competes or is involved in the EVENT and his/her parents, legal guardians, heirs, personal representatives and their successors and assignees.
   E. "PERSONAL INJURY" shall mean and include any bodily injury; permanent, temporary, total or partial disability; paralysis; dismemberment; or death.
   F. "PROPERTY DAMAGE" shall mean and include damage or destruction to PARTICIPANT'S gear, equipment and all other personal property or belongings.
   G. "MEDICAL TREATMENT" shall mean and include all emergency medical treatment, medical procedures, hospitalization or other care rendered to PARTICIPANT in connection with or resulting from his/her participation in EVENT.
   H. "LOSS" shall mean and include any and all liabilities, losses, damages and claims (including reasonable costs and attorneys' fees), which are suffered or result directly or indirectly from PERSONAL INJURY, PROPERTY DAMAGE and/or MEDICAL TREATMENT to PARTICIPANT, or others, and which are incurred during or in the course of PARTICIPANT'S preparation for, participation and involvement in, and travel to or from the EVENT or the conduct and management of the EVENT.
2. By issuing a sanction for the EVENT, USAW is not responsible or liable for the management or conduct of the EVENT, unless USAW has otherwise expressly agreed in writing to serve in such role.
3. PARTICIPANT understands and appreciates the risks of serious injury that may occur in the sport of wrestling or in the course of preparing for, participating in and traveling to or from the EVENT, and that such activities may involve risks, including PERSONAL INJURY.
4. PARTICIPANT knowingly and voluntarily assumes all such risks of LOSS and all legal and financial responsibility therefore.
5. USA Wrestling (USAW) is committed to providing a safe environment for its members, participants, coaches, officials and volunteers and to prevent abusive conduct and harassment in any form while participating in the activities of USAW. USAW promotes good sportsmanship throughout the organization and encourages qualities of mutual respect, courtesy and tolerance in all members, participants, coaches, officials, staff and volunteers. USAW advocates building strong self-images among participants. Athletes with a strong self-image may be less likely targets for abuse or harassment; similarly, they may be less likely to engage in abuse or to harass or bully others around them.

To this end, USAW has established the following guidelines of behavior. All members of the organization, as well as parents, spectators and other invitees are expected to observe and adhere to these guidelines.

Harassment and abuse are defined in various sources such as state law, case law, sports organization and professional association codes of conduct and training manuals, corporate and business workplace documents and human rights commission materials. USAW has not adopted any specific definition of harassment or abuse, choosing instead to defer to such general sources and definitions for reference and application, depending on the circumstances. As further elaboration of examples given above, the following generally describe conduct that may be considered harassment or abuse:

-Any improper or inappropriate comment, action or gesture directed toward a person or group that is related to race, ethnicity, national origin, religion, age, gender, sexual orientation, disability or other personal characteristic.

-Creating an environment through behavior or course of conduct that is insulting, intimidating, humiliating, demeaning or offensive.

-Harassment usually occurs when one person engages in abusive behavior or asserts unwarranted power or authority over another, whether intended or not, and may include, for example, name-calling, threats, belittling, unwelcome advances and requests for sexual favors (as well as undue pressure to perform or succeed).

-Harassment includes child abuse.

-Child abuse can include physical contact – or the threat of it – that intentionally causes bodily harm or injury to a child. This may include, for example, hitting, shaking, kicking, shoving, forcing an athlete to wrestle when injured or mandating excessive exercise as a form of punishment. It may also include touching for the purpose of causing sexual arousal or gratification that involves a child, rape, incest, fondling, exhibitionism and sexual exploitation. It may also include chronic attacks on a child's self-esteem, such as psychologically destructive behavior consisting of ridiculing, screaming, swearing, racist comments, threatening, stalking, hazing and isolating.

6. PARTICIPANT releases, waives any claims and promises not to sue the EVENT ORGANIZER and/or USAW with respect to any LOSS incurred during or in connection with his/her participation in the EVENT, any activities associated with the EVENT and the conduct and management of the EVENT (including as may result from the negligence of the EVENT ORGANIZER), except any LOSS which is the result of gross negligence and/or willful or wanton misconduct by the EVENT ORGANIZER. PARTICIPANT further agrees to hold harmless and indemnify the EVENT ORGANIZER and/or USAW from any claims brought against the EVENT ORGANIZER and/or USAW resulting from, arising out of or in any way associated with any LOSS.
7. Prior to participating in the EVENT, PARTICIPANT shall have the right to inspect the facilities and equipment to be used and, if PARTICIPANT discovers any condition which he/she reasonably believes to be unsafe, PARTICIPANT will immediately cause EVENT officials to be notified of such condition and will not participate in the EVENT so long as such condition exists.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD ITS MEANING AND CONTENTS.

Print Name of Participant _____ _____

Signature of Participant _____ Date _____

Signature of Parent or Guardian _____ Date _____