

**Yorba Linda Wrestling Booster, Inc. (Mat Time Youth Wrestling)
Enrollment Form and Release of Liability and Assumption of Risk**

***** THIS IS A CONTRACT – READ BEFORE SIGNING *****

In consideration of being permitted by Yorba Linda Wrestling Booster, Inc. (YLWB) to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to **release, indemnify and discharge** YLWB, its agents, directors, employees, volunteers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the “RELEASED PARTIES”), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in YLWB wrestling activities entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Wrestling entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Wrestling exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can suffer more serious injuries as well. Wrestling must be done at the participants own risk. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, YLWB employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities and they may give incomplete warnings or instructions. There is also a risk that YLWB employees and volunteers may be negligent in, among other things, monitoring and supervising use of facilities and in the maintenance and repair of facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of YLWB facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.

4. Should YLWB or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney’s fees and costs myself.

5. I certify that I have adequate insurance to cover any injury or damage that my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that my child may have.

6. In the event that I file a lawsuit against YLWB, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I agree as the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate in activities of YLWB, grant YLWB, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record my child(ren)/ward(s) in connection with activities of YLWB to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to YLWB.

8. Because the participant is a minor, I agree that this Release of Liability and Assumption of Risk agreement (“RELEASE”) is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.

9. Because the participant is a minor, I further agree to defend, indemnify and hold harmless YLWB from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

10. In consideration of not being required to sign a fresh copy of this RELEASE before each visit, I further agree that **this RELEASE shall apply to all future visits by the minor participant until he/she is 18 years old in full, including Paragraphs 8 and 9.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant’s right to maintain a lawsuit against YLWB or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. **I have read and understand it, and I agree to be bound by its terms.**

Signature (Parent/Legal Guardian): _____

Print Name of Parent or Legal Guardian of Minor: _____

Today’s Date: _____ Print Name of Participant: _____

Birth Date of Minor: ____/____/____

Address (City State Zip): _____

Email: _____ Phone: _____

Emergency Contact Phone: _____ Relation: _____

Address (City State Zip): _____