



NCWA - WAIVER AND RELEASE OF LIABILITY -- 2023-2024 SEASON

Wrestler: _____ Date of Birth: _____

Note: Wrestler's Name must be the same as it appears on Wrestler's Online Registration

Full Name of School: _____

Division -- (circle one): **MEN** **WOMEN**

The undersigned (the "Undersigned"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, the right to participate in "NCWA Sponsored Events" (below defined), hereby executes this Waiver and Release of Liability in favor of National Collegiate Wrestling Association ("NCWA") and its agents, managers, members, representatives, executive board, committees, committee members, advisory board, board members, legislative council, rules committee, council members, employees, officers, directors, shareholders, trustees, attorneys, affiliates, subsidiaries, insurers and reinsurers, as well as host educational institutions registered and approved by the NCWA, hereinafter collectively referred to as the "NCWA Group".

I.

NCWA has allowed or will allow the Undersigned to participate in NCWA Sponsored Events, in accordance with the wrestling rules and interpretations, organizational and governing documents, and other applicable requirements of the NCWA, existing from time to time. As used herein, the term "NCWA Sponsored Events" shall mean any and all activities, competitions, events, or functions sponsored by, affiliated with, associated with, or relating to the NCWA, including, without limitation, recruiting, practice, travel, lodging, wrestling, tournaments, matches, competitions, and other similar or related events or activities. I have read or been given the opportunity to read and review the Wrestling Plan and the NCWA's policies and procedures and agree to abide by and adhere to them.

II.

NCWA has warned the Undersigned, and the Undersigned hereby acknowledges receipt of such information, that participation in NCWA Sponsored Events may be dangerous to health and property. Without limiting the generality of the foregoing, the Undersigned hereby acknowledges that participation in NCWA Sponsored Events can cause and will subject the Undersigned to the risk of death, paralysis, cerebral or cognitive injury, personality disorder, bodily injury, mental anguish, pain, suffering, and similar or related conditions.

III.

The undersigned hereby waives and releases the NCWA Group from any and all claims, demands, losses, suits and actions of any kind, whether at law, in equity, through litigation or arbitration, in connection with any injury or death to person or damage to or loss of property in connection with any and all NCWA sponsored events.

IV.

The Undersigned, having acknowledged awareness of the risks to health, life, and damage to property associated with the NCWA Events, hereby expressly acknowledges, and warrants to the NCWA that the Undersigned will take all precautions necessary to protect the Undersigned against such risks, and that such risks shall be the sole responsibility of the Undersigned. The Undersigned further acknowledges that, but for the execution of this Waiver and Release of Liability, and the acknowledgment by the Undersigned of the provisions hereof, that NCWA would not allow the Undersigned to participate in NCWA Sponsored Events. These risks include possible exposure to contagious diseases and illnesses including, but not limited to: COVID-19, MRSA, tinea corporis (ringworm), scabies, cellulitis, herpes simplex, and impetigo. The Undersigned hereby accepts these and any associated and/or inherent risks, and releases NCWA Group from any liability arising from participation in NCWA related/associated activities and NCWA Sponsored Events in regards thereto.

V.

The Undersigned understands and agrees that the NCWA Group has not made any effort or taken any action and shall not be required to make any effort or take any action, to protect the Undersigned from any of the risks described in this Waiver and Release of Liability.

VI.

Per the NCWA Rules-Policies-Procedures, I also attest and verify that I have no claims, issues, or any other rules violations pending, and that I do not intend to file legal action against the NCWA, its managers, volunteers, or any persons or entities associated therewith. In exchange for valuable consideration, I also voluntarily waive any claims, known or unknown, I may have or that may have arisen against the NCWA Group, its managers, volunteers, or any entities or individuals associated with it, as of the date of this agreement.

VII.

The NCWA, and its agents, assigns, and designees, reserves the right and the Undersigned expressly grants permission to use any photograph/video taken at any organized or sponsored event, without seeking the consent of those included within the photograph/video. The NCWA may use the photograph/video in publications or other media material produced, used, or contracted by the NCWA including but not limited to brochures, invitations, newspapers, magazines, presentations, websites, social media, etc. By signing this agreement and/or participating in a NCWA event, meeting, or other gathering, you are agreeing to release, defend, hold harmless and indemnify the NCWA and its designees, agents, and assigns from any and all claims involving the use of your picture or likeness.

VIII.

This Waiver and Release of Liability shall be construed and enforced in accordance with the laws of the State of Texas, and any dispute arising in connection herewith shall be subject to the exclusive jurisdiction and venue of the State and Federal courts located in Dallas County, Texas.

PRINT Name of Wrestler: _____ Print Witnessing Coach: _____

Wrestler's Signature: _____ Coach's Signature: _____

Date of Signature: _____ Date of Signature: _____

This form must be completed and signed by the wrestler and witnessing coach before participation in any practice or NCWA activity. The witnessing coach will verify the wrestler's signature, then scan the form in PDF format and upload the form onto the team's NCWA website before the wrestler can be cleared for participation in ANY practice or activities. The Head Coach must keep the original in their NCWA team file and make the original available as needed. © NCWA - 9/6/2023