

Top Dog Wrestling Club
Topdogwc1@gmail.com

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

The Top Dog Wrestling Club LLC. -, hereinafter established as one in the same but referred to as "TDWC", shall not assume responsibility or be held liable for any injury to person or damage or loss of property suffered by any member or any guest. The undersigned is familiar with the risks inherent in participating in gym activities conducted in TDWC's facilities. The undersigned is aware that offers, at its own discretion and at different times, such activities including, but not limited to Wrestling Further, the undersigned is aware of all the risks of personal injury to himself when undertaking such combat activities.

The undersigned knowingly, voluntarily, willingly, intentionally, intelligently and without any force or coercion while not under the influence of any medications, drugs or alcohol that would compromise his thinking or ability to understand this entire document, enters into this Release and Waiver with all of its terms and conditions. The undersigned assumes all risks of any and all injury-causing events that are known, apparent or reasonably foreseeable consequences of participation. The undersigned hereby acknowledges that TDWC has exercised all reasonable care to protect the undersigned from unassumed, concealed or unreasonably increased risks, including, but not limited to any of the aforementioned which are related to Covid-19 or any other pandemic, disease or any and all types of a force majeure, unforeseeable events or circumstances outside the control of TDWC including, but not limited to, riots, strikes, wars, crimes, weather conditions or epidemics which render the performance of TDWC impossible or impractical.

Therefore, in consideration for being permitted to become a member or guest of TDWC, the undersigned hereby knowingly, intelligently, voluntarily and without any force, threats or coercion, assumes any and all risks of personal injury, property damage and or other damages to the undersigned resulting from, or in any way associated with his entry into TDWC's facilities and or participation in any of the activities offered by TDWC.

The undersigned voluntarily, knowingly and intelligently gives permission, free of charge, with no return promise, free from coercion or force, with no representation of expectation of compensation, to use any photos, pictures, media, video, likeness, etc., for advertisements, instructional videos in any medium or matter, online training programs, or marketing materials to promote wrestling classes in any other manner.

The undersigned expressly agrees that this Release and Waiver which is also an indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the state in which this contract is signed and if any portion herein is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any and all legal disputes shall be dealt with in the appropriate court of law in the state in which this Release and Waiver is signed. Any action brought against TDWC, in which the undersigned fails to prevail, shall result in the undersigned being responsible for immediate payment of all attorney's fees and costs of suit.

Further, the undersigned hereby releases TDWC and its agents, instructors, employees, staff and all other personnel from every claim, liability and damage of any kind or on account of any personal injury, property damage, or other damages resulting from or in any way associated with the undersigned's entry upon TDWC's premises and or participation in any of TDWC's activities.

THE UNDERSIGNED CONFIRMS THAT HE HAS READ AND UNDERSTANDS THIS ENTIRE RELEASE

If Student is under 18 years old, the Parent or Guardian must read and complete all documents.

I, _____ represent and warrant that I have carefully read the foregoing Release and Waiver and that I understand the contents thereof and that I sign this Release and Waiver as my own free act and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature: _____

Today's Date: _____

Printed Name: _____

Phone # of Signing Party: _____

Address of Signing Party: _____

Email of Signing Party: _____

RULES AND REGULATIONS

1. I am in good health and have no mental or physical disability, impairment, medical condition, illness or health related issue which may prevent me from engaging in exercise or using TDWC's facilities or which poses a health risk to myself or to other members. I assume full and complete responsibility for my medical conditions as it relates to my participation at TDWC. I have consulted with a medical physician and I have not been instructed by such physician to avoid or refrain from participation in any activities of the type available at TDWC. INITIALS: _____
2. I understand that my participation at TDWC involves some risk. I hereby knowingly, intelligently and voluntarily assume ALL risk and responsibility for any and ALL damage to property or bodily and or personal injury, including death, in connection with my participation at TDWC. INITIALS: _____
3. TDWC has advised me not to bring valuable personal property into the gym. I assume full responsibility for any loss of or damage to my personal property which may occur. TDWC and its staff shall not be liable for the loss, theft or damage to any personal property located anywhere on the premises. TDWC may repair, at my expense, any damage caused by me to its facility or its property. I agree to pay on demand any amounts expended. INITIALS: _____
4. The Agreement and Waiver constitutes the entire agreement of the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto. The month to month membership includes a late fee of \$00.00 to be applied for all payments processed seven (7) days after the initial charge is attempted. A charge

of \$00.00 will be made for any checks returned due to insufficient funds. Late payments and payments with an insufficient funds violate TDWC rules. All automatic transactions shall continue in their regular cycle unless TDWC receives written notification of suspension/freeze or cancellation of membership. INITIALS: _____

5. I agree to keep and obey all rules and regulations now in force or in the future prescribed by TDWC for the use of all the gym's training facilities, premises and equipment. TDWC reserves the right to revoke this membership for cause if Member fails to keep and obey any such rules and regulations, or for reasons of moral turpitude, fraud or nuisance or disturbance to other members or staff.

INITIALS: _____

6. In the event that any part of this Release, Agreement and Waiver is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of this Release, Agreement and Waiver or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Release, Agreement and Waiver and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law. INITIALS: _____

7. I understand that if I wish to place my membership with TDWC on hold for any reason which prevents me from participating, a request must be made 30 days in advance from my next billing date and a Suspension Form must be filled out at TDWC's facility with the Manager, Owner or Program Director and that permission must be received before any hold on my membership can take place. I understand that if I need to freeze my membership for any reason, other than injury with a medial note from my physician, a suspension fee of \$30 will be charged for each month the account is frozen for a maximum of 3 months. I understand that a hold to my membership is at the discretion of TDWC. INITIALS: _____

8. I understand that if I wish to cancel my membership with TDWC I must give 30 days notice of cancellation that is required to cancel my membership and a Cancellation Form must be filled out at TDWC's facility with the Manager, Owner or Program Director before my next scheduled billing date. Cancellations are processed this way to ensure that you get a receipt that your cancellation was received. I agree that I am subject to pay the next scheduled transaction as my final month but I am not able to train throughout that final month. INITIALS: _____

PARTICIPANT/STUDENT INFORMATION - Signature Required on Next Page -

Full Name: _____ Today's Date: _____

Date of Birth: _____ Age: _____

Address: _____ Apartment or Floor: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Secondary/Emergency Phone: _____

Email: _____

Do you have any physical limitations or previous injuries: Yes: _____ No: _____

If "Yes"- Please specify each and every limitation and injury _____

Have you had any surgeries in the past 20 years that may affect your ability to participate in any of these activities? Yes: _____ No: _____

If "Yes"- Please specify each and every such surgery: _____

PARENT/GUARDIAN INFORMATION

Full Name: _____ Date of Birth: _____ Age: _____

Relationship to Minor: _____ Phone #: _____

Email: _____

Address: _____ Apartment or Floor: _____

City: _____ State: _____ Zip Code: _____

- Signature Required on Next Page -

PARENT/GUARDIAN CONSENT

I, _____, as the parent or legal guardian of the student named in this Release, have fully read this entire document and all its pages. I have completely understood all of its terms and meanings. I have signed this Release and Agreement for the purpose of permitting and enabling the minor student to participate in the activities offered and I give my consent to allow the minor student to participate in classes, training and the use of the training facilities.

In the event of any injury or any medical emergency, I authorize any Instructor and Staff of TDWC to procure medical attention to the member if the parent, guardian or emergency contact is unavailable.

Parent/Guardian Signature: _____ Date: _____

SIGNATURE BELOW REQUIRED FOR ALL PARTICIPANTS

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY SIGNATURE BELOW REQUIRED FOR ALL PARTICIPANTS

TDWC shall not assume any responsibility or be held liable for any injury to person or damage or loss of property suffered by any member or guest. The undersigned is familiar with the risks inherent in participating in gym activities conducted in the TDWC facilities. Further, the undersigned is aware of the risks of personal injury to himself when undertaking such activities.

Therefore, in consideration of being permitted to become a member or guest of TDWC, the undersigned hereby voluntarily assumes all risks of personal injury, property damage, or other damages resulting from or in any way associated with the undersigned's entry upon the TDWC's premises and participation in previously mentioned activities.

I voluntarily, knowingly and intelligently give permission, free of charge, with no return promise, free from coercion or force, with no representation of expectation of compensation, to use any photos, pictures, media, video, likeness, etc., for advertisements, instructional videos in any medium or matter, online training programs, or marketing materials to promote the sport of wrestling in any other manner.

I expressly agree that this Release and Waiver which is also an indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the state in which this contract is signed and if any portion herein is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any and all legal disputes shall be dealt with in the appropriate court of law in the state in which this Release and Waiver is signed. Any action brought against TDWC, in which the undersigned fails to prevail, shall result in the undersigned being responsible for immediate payment of all attorney's fees and costs of suit.

I represent and warrant that I have carefully read the foregoing Release and Waiver and that I understand the contents thereof and that I sign this Release and Waiver as my own free act and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED CONFIRMS THAT HE HAS READ AND UNDERSTOOD THIS RELEASE AND WAIVER AND HAS WAIVED HIS RIGHT TO HAVE ANY ATTORNEY REVIEW THIS ENTIRE DOCUMENT PRIOR TO SIGNING

Printed Name: _____ Date: _____

Signature: _____