



Waiver of Liability

TERMS:

There are absolutely no refunds or credits.

All sales are final.

I acknowledge that I will not initiate a chargeback for any reason unless the event is canceled.

ATHLETE WAIVER/ RELEASE/ AGREEMENT TO PARTICIPATE:

In consideration of being permitted to participate in any way in any activity, team practice, event, training, or clinic of Empire Wrestling Academy, LLC ("Activity"), I, for myself, on behalf of my child, to whom I am a natural parent or legal guardian, my personal representatives, assigns, heirs, and next of kin (collectively " We") hereby stipulates, agree and represent that we understand the nature of the Activity and that We are qualified, in good health, and in proper physical condition to participate in such Activity. We further expressly agree that all Activities, including sports training, sports competition, sports practice, strength training, cardiovascular exercise, or any other exercise, shall be undertaken by me at my sole risk. ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS") these Risks and dangers may be caused by our own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE 'RELEASES' NAMED BELOW; and there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to us or not readily foreseeable at this time, and We FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSS, COSTS AND DAMAGES We incur as a result of my participation or that of the minor in the Activity.

WE HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Empire Wrestling Academy, LLC related affiliated and subsidiary companies of each, as well as the trainers, officers, members, shareholders, managers, directors, agents, employees and assigns of each, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by Empire Wrestling Academy, LLC (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE

“RELEASES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND WE FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT We, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASES, WE WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS BEACH OF THE RELEASES from litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.

We further expressly agree that We will not use any equipment improperly. If We have any questions whatsoever concerning exercise and use of equipment, we will cease all use immediately.

We grant to and expressly authorize the coach, assistant coach, or others in charge of an event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for my child en route to or from or at the site of Empire Wrestling Academy, LLC even, program, facility, hospital, or other medical facilities. We understand that should a health emergency arise, we will be attempted to be notified, but if we cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

USE OF PHOTOGRAPHS OR OTHER IMAGES:

Empire Wrestling Academy, LLC has my permission and authorization to use, reproduce, disseminate, and/or otherwise publish in any form of media my or my child’s photograph, video, name, or likeness for social media, media coverage, public relations, publicly to promote the business or any other purpose which may involve the use of photographs, films, and/ or video tape recording, including for purposes of train, instruction, and evaluation.

BY SIGNING HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENT IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE TIN FULL FORCE AND EFFECT. FAILURE TO SIGN THE CONTRACT WILL RESULT IN THE PLAYER NOT BEING ABLE TO PARTICIPATE IN ANY TEAM ACTIVITY.

Empire Wrestling Academy LLC - 245 Route 100, Somers, NY 10589