

# NATIONAL COLLEGIATE WRESTLING ASSOCIATION 2024-2025 - WAIVER AND RELEASE OF LIABILITY



**Wrestler:**

**Date of Birth**

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

**Full Name of School:**

**GENDER -- (select one ):                    MALE                    FEMALE**

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, assigns, volunteers, managers, members, representatives, 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". 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.

**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 NCWA's rules, policies, and procedures, as well as associated governing documents and agree to abide to be bound by and adhere to them. It is the duty of the Undersigned to familiarize themselves with the foregoing documents, and ensure they are the most up-to-date version, as these documents may be updated and posted from time to time with or without notice.

**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. 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. 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, infection, and similar or related conditions. These risks also include possible exposure to contagious diseases, infections, 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.

**Undersigned's (Wrestler's) Initials:** \_\_\_\_\_

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### III.

Furthermore, as a condition of participation and for the purpose of ensuring compliance with NCWA rules, I consent to the disclosure of personally identifiable information, including information that may be subject to the Family Educational Rights and Privacy Act (FERPA), regarding the Undersigned between and among the following: the academic or sponsoring institution where the Undersigned currently attends or has attended; any institution to which the student transfers; the relevant NCWA Officials as designated by the NCWA and the NCWA. The Undersigned further understands that all information relevant to the Undersigned's eligibility and compliance with other NCWA rules may be discussed and considered in a public forum. I acknowledge that revocation of this consent must be in writing and delivered to the Undersigned's school and the NCWA.

### IV.

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.

### V.

Per the NCWA **Rules and Regulations** and any and all governing documents, 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, the receipt and sufficiency of which is hereby acknowledged, 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.

### VI.

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.

### VII.

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.

### 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.**

**Name of Wrestler:** \_\_\_\_\_ **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.***