

Ben Davino Clinics Waiver & Liability Form

BEN DAVINO WRESTLING CLINICS

Participant Waiver, Release of Liability & Medical Consent

This agreement is required for all participants. It must be completed once per registered athlete.

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. BY SUBMITTING YOUR ELECTRONIC SIGNATURE BELOW, YOU ARE AGREEING TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

SECTION 1 — USA WRESTLING MEMBERSHIP CONFIRMATION

Participation in Ben Davino Wrestling Clinics requires a valid, current-season USA Wrestling membership card (September 1 – August 31) for every athlete on the mat. USA Wrestling membership is the basis for secondary sports accident insurance and general liability coverage at this event. Attendance without a valid card is not permitted and voids any applicable insurance coverage.

By signing this document, you confirm that the athlete named in this registration holds an active USA Wrestling athlete membership for the current season and that the USA Wrestling member number provided during registration is accurate and current.

SECTION 2 — ASSUMPTION OF RISK

I, the undersigned parent, guardian, or adult participant, fully understand and acknowledge that wrestling is a vigorous, full-contact combat sport involving physical exertion, body-to-body contact, and competitive grappling. I am aware that participation in wrestling clinics, drilling sessions, instruction, and live wrestling carries inherent risks that cannot be fully eliminated regardless of the care, instruction, facility conditions, or supervision provided.

These risks include, but are not limited to:

- Acute injuries from takedowns, throws, trips, lifts, and mat returns
- Sprains, strains, dislocations, and fractures from drilling and live wrestling
- Head, neck, and spine injuries from contact with other athletes or the mat surface
- Concussion, traumatic brain injury, or loss of consciousness
- Joint stress, hyperextension, and ligament damage from holds, pins, and submission positions
- Mat burns, abrasions, contusions, and lacerations from mat contact
- Cardiovascular stress, dehydration, and heat-related illness from physical exertion
- Skin conditions and communicable illness including ringworm, staph/MRSA, and impetigo
- Risks arising from the condition of the facility, flooring, equipment, or mat surface
- Injury caused by the actions of other athletes, coaches, volunteers, or spectators

I voluntarily assume all of the foregoing risks and accept personal responsibility for any and all damages, losses, or injuries — including death — that may result from my participation or my minor child's participation in this clinic, whether or not caused by the negligence of the Releasees named below.

SECTION 3 — RELEASE OF LIABILITY & HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF being permitted to participate in Ben Davino Wrestling Clinics, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the following parties (collectively, the “Releasees”):

- Ben Davino, individually and as clinic director
- All assistant coaches, staff, and volunteers associated with Ben Davino Wrestling Clinics
- The host facility and its owners, operators, employees, and agents
- USA Wrestling, the Illinois Kids Wrestling Federation (IKWF), and their respective officers, directors, and employees, to the extent applicable

FROM ANY AND ALL LIABILITY, claims, demands, losses, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the participant’s attendance at or participation in this wrestling clinic, including but not limited to any loss, damage, illness, or injury to person or property, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by applicable law.

I further agree to INDEMNIFY AND HOLD HARMLESS all Releasees from any loss, liability, damage, or cost they may incur due to my participation or my minor child’s participation in this clinic, whether caused by the negligence of the Releasees or otherwise.

SECTION 4 — MEDICAL DISCLOSURE & PHYSICAL CLEARANCE

I certify that the athlete named in this registration is in good physical health, has no known medical conditions, injuries, or physical limitations that would make full-contact wrestling participation unsafe, and has not been advised by a physician to avoid contact sport participation.

I understand that if the athlete has any medical conditions, current injuries, or physical limitations that coaches should be aware of, it is my responsibility to communicate this information directly to clinic staff prior to the start of any on-mat activity. Failure to disclose known medical conditions does not affect the validity of this waiver.

SECTION 5 — MEDICAL CONSENT & EMERGENCY AUTHORIZATION

In the event of injury or medical emergency during this clinic, and in the event that I cannot be reached immediately, I hereby authorize the clinic director, staff, or any qualified first responder present to: (a) administer or arrange for the administration of first aid; (b) contact and authorize emergency medical services (EMS); (c) arrange transportation to the nearest appropriate medical facility; and (d) consent to any emergency medical treatment a physician deems necessary for the health and safety of the participant.

I accept full financial responsibility for all costs associated with any medical treatment, transportation, or hospitalization arising from the participant’s attendance at this clinic. I understand that USA Wrestling’s secondary sports accident insurance coverage is supplemental to any primary health insurance and is subject to a \$500 per-injury deductible, co-payment provisions, and applicable policy limits and exclusions.

SECTION 6 — PHOTOGRAPHY & MEDIA RELEASE

By signing this document, I consent to Ben Davino Wrestling Clinics and its representatives photographing or filming the above-named athlete during clinic activities, and authorize the use

of such images or video for promotional, educational, and social media purposes without compensation, unless I specifically opt out by notifying clinic staff in writing prior to the event.

SECTION 7 — CODE OF CONDUCT

I understand and agree that Ben Davino Wrestling Clinics reserves the right to remove any participant, parent, or guardian from the facility who displays unsafe, disruptive, or abusive behavior toward athletes, coaches, staff, or other attendees. No refund will be issued in the event of removal for conduct violations. I agree to abide by all host facility rules, all USA Wrestling SafeSport policies, and all instructions given by clinic staff during the event.

SECTION 8 — ACKNOWLEDGMENT & ELECTRONIC SIGNATURE

BY SUBMITTING MY ELECTRONIC SIGNATURE BELOW, I CERTIFY THAT: (1) I have read this entire agreement and fully understand its contents; (2) I am signing freely and voluntarily without any inducement; (3) I understand I am giving up substantial legal rights, including the right to sue for injuries or damages; (4) I am either the participant (if 18 or older) or the legal parent or guardian of the minor participant named in this registration, and I have the full legal authority to execute this agreement on their behalf; and (5) this electronic signature has the same legal effect as a handwritten signature.

For minor participants: I further certify that I have read and explained the provisions of this waiver to my child or ward, that my child understands and accepts the risks and responsibilities described herein, and that I agree on behalf of myself and my child to the release and indemnification of all Releasees, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.