**RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION**

**OF RISK, AND AGREEMENT TO PAY CLAIMS**

Activity: Wrestling/Conditioning

Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs, and personal representatives, I **release from liability and promise not to bring any legal cause of action** against Stout Wrestling Academy, its’ employees, officers, directors, agents, successors, respective heirs, personal representatives, affiliates, volunteers, successors, and assigns from any and all claims, including claims of negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis or death), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to hold Stout Wrestling Academy, its’ employees, officers, directors, agents, successors, respective heirs, personal representatives, affiliates, volunteers, successors, and assigns harmless from any and all claims arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future as a result of or in any way relating to the Activity, including attorneys fees, that may occur as a result of my participation in this Activity, including travel to, from and during this Activity. If Stout Wrestling Academy incurs any of these type of expenses, I agree to reimburse Stout Wrestling Academy, its’employees, officers, directors, agents, successors, respective heirs, personal representatives, affiliates, volunteers, successors, and assigns. If I need medical treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. **I am aware and understand that I should carry my own health insurance.**

I am 18 years of age or older. I understand the legal consequences of signing this document, including (a) releasing Stout Wrestling Academy, its’ employees, officers, directors, agents, successors, respective heirs, personal representatives, affiliates, volunteers, successors, and assigns from all liability, (b) promising not to sue Stout Wrestling Academy, its’ employees, officers, directors, agents, successors, respective heirs, personal representatives, affiliates, volunteers, successors, and assigns , (c) and assuming all risks of participating in this Activity, including travel to, from, and during this Activity.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of New Mexico. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant (Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

*If Participant is under 18 years of age:*

 I am signing this as parent or legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I understand the legal consequences of signing this document, including (a) releasing Stout Wrestling Academy, its’ employees, officers, directors, agents, successors, respective heirs, personal representatives, affiliates, volunteers, successors, and assigns from all liability on my and Participant’s behalf, (b) promising not to sue on my and Participant’s behalf, (c) and assuming all risks of Participant’s participation in this Activity, including travel to, from, and during the Activity. I allow Participant to Participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Legal Guardian of Participant (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Legal Guardian of Participant (Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date