

## CONSENT AND WAIVER FORM

Name: \_\_\_\_\_

FILA Affiliate Country & License#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Include CountryCode AreaCode CCYY.MM.DD

Email: \_\_\_\_\_

Expected Gender/Age/Weight: \_\_\_\_\_

Male Female

Open <= 35 Masters 36-49 Seniors 50+

KG: 48 52 57 62 68 74 82 90 100 130

LB: 105.5 114.5 125.5 136.5 149.5 163 180.5 198 220 286

## CONSENT AND RELEASE

In consideration of the opportunity to participate in the Gay Games VII Chicago Wrestling Clinic and/or Tournament and related activities (the "Event") the undersigned ("Participant") hereby acknowledges that the Event and related activities and performances, may be photographed, filmed, televised and/or videotaped for publication, posting on websites, broadcast, cablecast, and/or any other use or distribution (collectively, "Dissemination") in a manner not inconsistent with applicable rules of the United States of America Wrestling Association, Inc. d/b/a USA Wrestling, Inc. ("USAW") and/or the Federation International des Luttes Associees ("FILA") and/or The Federation of Gay Games, Inc. ("FGG") and/or Chicago Games, Inc. ("CGI") and/or Wrestlers Without Borders ("WWB").

Participant hereby consents that USAW, FGG, CGI and WWB, for purposes of their respective athletics/sports programs and related events and activities, and any television network, production company or any other parties with which any of them has agreements for such purposes, and/or their licensees, shall have the irrevocable worldwide right, without any compensation to Participant, to use Participant's name, photograph, image, likeness, voice, biography and accomplishments and displays of wrestling ability (collectively, the "Material"), in any Dissemination of the Event and for the purpose of advertising, promoting and publicizing the events and activities of USAW, FGG, CGI or WWB and/or the program and/or any program series of which any Dissemination of the Event is a part and to use the Material, in whole or in part, or in composite or distorted character or form, without restriction as to changes or alterations (provided that none of the above shall be used in such fashion so as to constitute an endorsement of any commercial product). USAW, FGG, CGI, WWB and their respective affiliates and licensees shall have no obligation to use the Material. Participant hereby waives any rights that he/she may have to inspect or approve the finished product or products and the advertising copy or other matter than may be used in connection therewith or the use to which it may be applied.

Participant hereby agrees and understands that by signing this agreement, Participant agrees that USAW, FGG, CGI and/or WWB shall be deemed to be the author and owner of all rights, including copyright to the Material and hereby assigns and transfers irrevocably and exclusively all rights, title and interest, including copyright, to the Material to USAW, FGG, CGI and WWB and waives all rights, including moral rights, that Participant might have therein.

Participant hereby releases USAW, FGG, CGI and WWB and their subsidiaries and affiliated organizations and the officers, agents, licensees, employees and directors of each from and waives all claims, damages, losses and liabilities, including claims for personal injuries, resulting from participation in the EVENT, including without limitation any claims for libel or invasion of privacy, even if the loss or injury is caused by the neglect or fault of USAW, FGG, CGI and/or WWB and/or any of their subsidiaries, and affiliated organizations and/or the officers, agents, employees, and directors of any of them.

Participant agrees, for an on behalf of Participant and Participant's heirs, personal representatives, administrators, agents, successors and assigns, to release, indemnify and hold harmless USAW, FGG, CGI and WWB and their officers, directors, agents, employees and licensees from any claim of any nature based upon or arising out of any Dissemination or other permitted uses contemplated by this Consent and Release.

Participant acknowledges that he/she gave nothing of value to any USAW, FGG, CGI or WWB representative for the right to appear and represents that he/she is at least 18 years old.

Signature of Participant: \_\_\_\_\_

Name (Print Please): \_\_\_\_\_

Date: \_\_\_\_\_

### MEDICAL CONSENT

Name of Primary Insurance Company: \_\_\_\_\_

Policy # \_\_\_\_\_

Address: \_\_\_\_\_

Doctor's Name: \_\_\_\_\_ Doctor's Phone # \_\_\_\_\_

Are you presently on any medication? Y/N

If yes, please list medications: \_\_\_\_\_

\_\_\_\_\_

Drug Sensitivities or Allergies: \_\_\_\_\_

\_\_\_\_\_

Special Medical Conditions: \_\_\_\_\_

\_\_\_\_\_

**Please indicate another person to call in case of emergency:**

Name: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ Cell: \_\_\_\_\_

**THE UNDERSIGNED HEREBY AUTHORIZES AND CONSENTS TO EMERGENCY MEDICAL TREATMENT.**

Exceptions – List any medical procedures that you do not want performed unless specific approval is received: \_\_\_\_\_

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**PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS HAD SUFFICIENT OPPORTUNITY TO REVIEW THE PROVISIONS OF THIS DOCUMENT AND UNDERSTANDS ITS PURPOSE, MEANING AND INTENT.**

Signature of Participant: \_\_\_\_\_

Name (Print Please): \_\_\_\_\_

Date: \_\_\_\_\_

**ASSUMPTION OF RISK, CODE OF CONDUCT,  
WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION FOR the opportunity to participate in the EVENT described below, PARTICIPANT acknowledges, agrees and affirms the following:**

1. The following words used in this document will have the meanings indicated:
  - A. “EVENT” shall mean the Gay Games VII Chicago Wrestling Clinic and/or Tournament and related activities.
  - B. “USAW” shall mean The United States of America Wrestling Association, Inc. d/b/a USA Wrestling, Inc., and its directors, officers, members, employees, officials, committees, clubs, affiliates, agents and their successors and assignees.

- C. "EVENT ORGANIZER" shall mean a club, local organization committee or any other person or entity, including but not limited to FGG and CGI, responsible for hosting, conducting and/or sponsoring the EVENT, including any director, officer, member, official, referee, sponsor, volunteer, committee or agent thereof and their successors and assignees.
- D. "PARTICIPANT" shall mean the undersigned individual who competes in or is involved in the EVENT and his/her parents, legal guardians, next of kin, heirs, personal representatives, agents, insurers and their successors and assignees.
- E. "PERSONAL INJURY" shall mean and include any bodily injury (including fractures, sprains, strains, contusions, dislocations, abrasions, infections, skin problems, bleeding, eye injuries, and brain injuries); permanent, temporary, total or partial disability; paralysis; disfigurement; dismemberment; or death.
- F. "PROPERTY DAMAGE" shall mean and include damage or destruction to PARTICIPANT'S gear, equipment and all other personal property or belongings
- G. "MEDICAL TREATMENT" shall mean and include all emergency medical treatment, medical procedures, hospitalization or other care rendered to PARTICIPANT in connection with or resulting from his/her participation in EVENT.
- H. "LOSS" shall mean and include any and all liabilities, losses, damages and claims (including reasonable costs and attorneys' fees), which are suffered or result directly or indirectly from PERSONAL INJURY, PROPERTY DAMAGE, and/or MEDICAL TREATMENT to PARTICIPANT, or others, and which are incurred during or in the course of PARTICIPANT'S preparation for, participation and involvement in, and travel to or from the EVENT or the conduct and management of the EVENT.
- I. "FGG" shall mean the Federation of Gay Games, Inc., and its directors, officers, members, employees, officials, committees, clubs, affiliates, agents and their successors and assignees.
- J. "CGI" shall mean Chicago Games, Inc., and its directors, officers, members, employees, officials, committees, clubs, affiliates, agents and their successors and assignees.

2. By issuing a sanction for the EVENT, USAW is not responsible or liable for the management or conduct of the EVENT, unless USAW has otherwise expressly agreed in writing to serve in such role.
3. PARTICIPANT acknowledges and fully understands that the EVENT and the sport of wrestling in general have inherent dangers that no amount of care, caution, training, instruction, supervision, or expertise can eliminate, including the risk of PERSONAL INJURY.
4. PARTICIPANT acknowledges and fully understands that the sport of wrestling requires extreme physical exertion which can place significant stress on his/her cardiovascular system, and other body functions, and that this stress may result in life-threatening medical emergencies or other risks of PERSONAL INJURY and/or LOSS.
5. PARTICIPANT acknowledges and fully understands that there may be other associated risks with such activities that are not known or not reasonably foreseeable at this time.
6. PARTICIPANT understands and appreciates the risks of serious injury that may occur in the sport of wrestling or in the course of preparing for, participating in and traveling to or from the EVENT, and that such activities may involve risks, including PERSONAL INJURY.
7. PARTICIPANT knowingly and voluntarily assumes all such risks of LOSS and all legal and financial responsibility therefore, including any LOSS resulting directly or indirectly from the passive or active negligence of others including but not limited to the EVENT ORGANIZERS and/or USAW, or hidden, latent or obvious defects in the facilities or equipment used.
8. USA Wrestling (USAW) is committed to providing a safe environment for its members, participants, coaches, officials and volunteers and to prevent abusive conduct and harassment in any form while participating in the activities of USAW. USAW promotes good sportsmanship throughout the organization and encourages qualities of mutual respect, courtesy and tolerance in all members, participants, coaches, officials, staff and volunteers. USAW advocates building strong self-images among participants. Athletes with a strong self-image may be less likely targets for abuse or harassment; similarly, they may be less likely to engage in abuse or to harass or bully others around them.

To this end, USAW has established the following guidelines of behavior. All members of the organization, as well as parents, spectators and other invitees are expected to observe and adhere to these guidelines:

**Harassment and abuse are defined in various sources such as state law, case law, sports organization and professional association codes of conduct and training manuals, corporate and business workplace documents and human rights commission materials. USAW has not adopted any specific definition of harassment or abuse, choosing instead to defer to such general sources and definitions for reference and application, depending on the circumstances. As further elaboration of examples given above, the following generally describe conduct that may be considered harassment or abuse:**

-Any improper or inappropriate comment, action or gesture directed toward a person or group that is related to race, ethnicity, national origin, religion, age, gender, sexual orientation, disability or other personal characteristic.

-Creating an environment through behavior or course of conduct that is insulting, intimidating, humiliating, demeaning or offensive.

-Harassment usually occurs when one person engages in abusive behavior or asserts unwarranted power or authority over another, whether intended or not, and may include, for example, name-calling, threats, belittling, unwelcome advances and requests for sexual favors (as well as undue pressure to perform or succeed).

-Harassment includes child abuse.

-Child abuse can include physical contact – or the threat of it – that intentionally causes bodily harm or injury to a child. This may include, for example, hitting, shaking, kicking, shoving, forcing an athlete to wrestle when injured or mandating excessive exercise as a form of punishment. It may also include touching for the purpose of causing sexual arousal or gratification that involves a child, rape, incest, fondling, exhibitionism, and sexual exploitation. It may also include chronic attacks on a child's self esteem, such as psychologically destructive behavior consisting of ridiculing, screaming, swearing, racist comments, threatening, stalking, hazing and isolating.

9. PARTICIPANT hereby forever releases, discharges, waives any claims and promises and covenants not to sue the EVENT ORGANIZER and/or USAW with respect to any LOSS incurred during or in connection with his/her participation in the EVENT, any activities associated with the EVENT and the conduct and management of the EVENT (including as may result from the negligence of the EVENT ORGANIZER). PARTICIPANT further agrees to hold harmless and indemnify the EVENT ORGANIZER and/or USAW from any claims brought against the EVENT ORGANIZER and/or USAW resulting from, arising out of or in any way associated with any LOSS.
  
10. Prior to participating in the EVENT, PARTICIPANT shall have the right to inspect the facilities and equipment to be used and, if PARTICIPANT discovers any condition which he/she reasonably believes to be unsafe, PARTICIPANT will immediately cause EVENT officials to be notified of such condition and will not participate in the EVENT so long as such condition exists.

**BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD ITS MEANING AND CONTENTS.**

Signature of Participant: \_\_\_\_\_

Name (Print Please): \_\_\_\_\_

Date: \_\_\_\_\_