

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY  
AGREEMENT, AND NOTICE OF MEDIA USE**

**2018 Colorado Regional Combine & All-Star Dual (June 29th-30th)**

In exchange for participation in the above Ferrum Prospects event for the 2018 year (specifically the Colorado Regional Combine & All-Star Dual) organized by Ferrum Prospects, LLC and use of the property, facilities, and services of Cherry Creek School District, and as a USAW card membership holder at a sanctioned event by USA Wrestling that I, for myself (or as a parental representative of a minor), my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity (wrestling camp and intensive practice setting, and competitive nature and environment) and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” WHO ARE REGISTERING; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

**PARTICIPANT CONSENT, RELEASE:**

I acknowledge that I am age 18 or older, have read this agreement and fully understand its terms, understand that I have given up substantial rights by registering for this event, have registered and agreed to this waiver freely and without any inducement or assurance of any nature, and I intend it to be a 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 in full force and effect.

PARENTAL CONSENT, MINOR RELEASE:

And I, as the minor's parent and/or legal guardian and by registering them for this event and agreeing to this waiver, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim.

**NOTICE OF MEDIA USE**

By registering on for this event, as a participant (or as the parent or guardian of the minor) you recognize that Ferrum Prospects has a web site on the Internet and a social media presence. The address for the web site is [www.ferrumprospects.com](http://www.ferrumprospects.com) and its corresponding social media accounts can be found therein. Its main purpose is to communicate and promote wrestling through wrestling combines. There may be times when images, pictures, your name and likeness (or that of the participating minor) will be used on the Internet. By agreeing to this form during registration, you are authorizing and stating that you have been advised that participants may end up in one of our pictures or have their name recognized on the results page as a matter of recognition. You are also being advised that in the event that you notice a picture on the site and that you desire for it to be removed because it contains your photo or likeness, that you must contact Ferrum Prospects, LLC via e-mail at [ferrumprospects@gmail.com](mailto:ferrumprospects@gmail.com) to request its removal. We will promptly act to remove it without question.

In nearly all instances, names are associated with images, likeness, photos for the sake of promoting the sport of wrestling; additionally, names will be associated and distributed in a list of awards and recognition, tournaments, brackets, event summaries, etc. At any given time and in any given photo, others may also be in the background of a picture. This is to serve as notification as it is not possible to completely monitor this and prevent it from happening. By agreeing and registering for this event, you are receiving an advisement, not authorization, for the release and use of media. If you have any questions about this release form please feel free to contact Ferrum Prospects via e-mail, [ferrumprospects@gmail.com](mailto:ferrumprospects@gmail.com).

As a registered participant (or as the parent and/or legal guardian of the minor), you fully release and discharge Ferrum Prospects, LLC and its officers, employees, agents, servants, and volunteers from any and all liability arising out of in connection with the above described independent activity and all liabilities associated with any and all claims related to such activity that may be filed on behalf of or for the registered participant. For the purposes of this release, 'liability' means all claims, demands, losses, causes of action, suits or judgments of any and every kind that arise as a result of the above described activity and resulting from any cause other than gross negligence.