

RELEASE FOR ADULTS

Release of Liability and Indemnity Agreement

The undersigned, being at least 18 years of age, hereby represents that

(Enter your name:) _____ (hereinafter referred to as “the undersigned”) and, in exchange for Buxton Athletic Training Center LLC, The Sparta Pride LLC, Jeff Buxton, Buxton School of Wrestling, David Mastrogiovanni, New Jersey Muscle, Rob Agnoli, including but not limited to officers, coaches, members, clinicians, and other affiliates, herein referred to as the “PROVIDERS”, making these services available to the minor, hereby contracts and agrees as follows.

The term PROVIDERS, as used throughout this legal document, includes its representatives, agents, officers, directors, and employees. The term “PROVIDERS NEGLIGENCE”, as used below, includes but is not limited to negligent, careless, reckless act, error or omission on the part of the PROVIDERS, including, but not limited to any failure to comply with local rules.

The undersigned further authorizes anyone working for the PROVIDERS to call for such medical care for myself or to transport me to the appropriate clinic or hospital if, in the opinion of anyone working at the PROVIDERS facility, medical attention is needed for me. The undersigned agrees that upon turning myself over to any ambulance or other medical transport, medical facility, clinic or hospital, that the responsibility of the PROVIDERS shall be totally fulfilled and the PROVIDERS shall not have any further responsibility for myself.

The undersigned AGREES TO PAY all costs associated with such medical care and related transportation for the minor and INDEMNIFY and hold harmless the PROVIDERS from any costs incurred therein, or any claims arising there from.

In exchange and in consideration of the PROVIDERS and the training center available for me for participation, I CONTRACTUALLY AGREE that any and all disputes between myself and the PROVIDERS arising from my use of the facility or my participation at the PROVIDERS facility, and including any claims or personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY and the exclusive jurisdiction thereof will be in the state or federal courts of the STATE OF NEW JERSEY and venue in the state court shall be in Sussex County.

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FULL RELEASE AND INDEMNITY AGREEMENT

I understand and EXPRESSLY AGREE to the fact that training in its various forms are an inherently hazardous sport and have many dangers and risks. I realize that injuries are common and ordinary occurrence in this sport. I EXPRESSLY AGREE as a condition of being allowed to train at the PROVIDERS facility and to use the equipment on premises, that I freely accept and voluntarily assume ALL RISKS of personal injury, death or property damage, and FULLY RELEASE the PROVIDERS from ANY AND ALL LIABILITY for personal injury, death, or property damage arising out of or resulting from my participation in this sport, the PROVIDERS NEGLIGENCE, conditions on or about the premises and facilities or the operations of the training area. I hereby accept the full responsibility for any and all damage or injury, which may result from training or participating with the PROVIDERS. To the fullest extent permitted by law, I also AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the PROVIDERS from any and all claims, suits, costs and expenses including attorney fees for personal injury, death or property damage. The undersigned hereby expressly AGREES TO INDEMNIFY the PROVIDERS for the PROVIDERS NEGLIGENCE, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned signing below represents that they have the authority to enter into this contract.

I, the undersigned, HAVE READ AND UNDERSTAND the terms of the full release from liability and indemnity agreement, which is an essential part of it. I am signing it freely and on my own accord, realizing IT IS BINDING upon heirs, my assigns and myself. As a condition of being permitted to use the PROVIDERS facilities, I FULLY RELEASE the RESPONSIBLE PARTIES and AGREE TO EXPRESSLY ASSUME ALL RISKS of personal injury, death or loss or damage to any property, including those arising from NEGLIGENCE, including the PROVIDERS NEGLIGENCE as set forth above.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

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MEDICAL DISCLAIMER

The undersigned represents that he/she is in good health and has no health condition, illness or communicable disease that may make use of the PROVIDERS facilities injurious to other users of the PROVIDERS. If the undersigned should develop any such condition, illness or disease during the time they are engaged with the PROVIDERS, the undersigned promises to discontinue participation until undersigned has received an appropriate medical release from undersigned's doctor authorizing undersigned to continue using the facilities. Undersigned further promises to hold the PROVIDERS harmless from all liability for damages which the PROVIDERS may incur if undersigned or any third party should sustain injury or damage while using the PROVIDERS facilities, which is caused in any way by undersigned's condition, illness or disease. PLEASE BE ADVISED THAT ANY CHRONIC PHYSICAL DISABILITY OR MEDICAL CONDITION MAY PUT YOU AT GREAT RISK IN USING THE PROVIDERS FACILITIES.

I hereby give permission to allow a recognizable image of myself, still or video, in a newspaper, news broadcast or, the PROVIDERS Internet web page(s) or advertising material(s) in connection with an event, award, training session or activity at the PROVIDERS facilities. I understand that my name can be attached to said image at the time of publication.

I understand and confirm that by signing this WAIVER AND RELEASE that I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the PROVIDERS whether by agreement, by operation of law, or otherwise.

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PARTICIPANT INFORMATION

Participant Signature: _____

Name of Participant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Age: _____

E-mail Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____