



## **AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY**

This Agreement for Release and Waiver of Liability (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“Client”) and the Jacobs-Prichard Wrestling Academy (“JPWA”).

Client, being of lawful age, in consideration of enrolling and participating in wrestling activities with JPWA, and receiving instruction conducted by Tom Prichard, Glenn Jacobs, and/or other persons they appoint as trainers, hereby agrees for himself/herself and his/her personal representatives, heirs, assigns and next of kin, to voluntarily release, waive, indemnify, hold harmless, and forever discharge JPWA, its owners, officers, directors, agents, employees, affiliates, assigns, sponsors, advertisers, and lessors/owners of the premises where JPWA activities occur (collectively, “Released Parties”), either collectively or individually, from all liability to the Client, his/her personal representatives, assigns, heirs, and next of kin for any and all loss, damage, or claims, including claims of death, personal injury, illness, or property damage or loss occurring to the Client, even if arising from the failure to act or negligence of JPWA or its Released Parties while the Client is participating in or traveling to any such wrestling activity, training, or instruction, during whatever period in which such activity may continue.

By accepting this agreement and participating in JPWA’s training and associated activities, Client hereby declares that he/she is not aware of any physical disability or health-related problem that would preclude his/her participation in such activities. Client further acknowledges that wrestling activities, training, and instructions are potentially dangerous, and there is an inherent risk of injury in participating in such activities, including the dangers of physical injury, permanent injury, paralysis, and death. Client is voluntarily participating in these activities with the knowledge of such risk, assumes full responsibility for the risk of bodily injury, death, or property damage, and hereby waives all rights to pursue monetary damages or any other relief of any kind, either in law or in equity, including court costs and attorneys’ fees that may be incurred, arising out of (1) Client’s entrance in the JPWA training facility, temporary training site, or any live event location; (2) Client’s use of any equipment, machinery, or activity in the JPWA training facility; (3) Client’s participation in any training session with JPWA or JPWA-sponsored event; or (4) any bodily injury, personal injuries, death and/or property damage, known or unknown, resulting from any accident or incident related to any wrestling activity, training, or instruction, or any activities in conjunction with wrestling activities, even if caused by negligence of JPWA or otherwise. Client further releases JPWA and any attending medical or professional personnel from any claim whatsoever on account of first aid, treatment, or service rendered during participation in any wrestling activity, or otherwise while receiving any wrestling training or instruction. Any injuries

and costs incurred due to such injuries to Client shall be paid by Client or by Client's personal medical insurance.

Client acknowledges that JPWA will provide instruction applicable to the professional wrestling/sports entertainment industry, but nothing in this Agreement shall be construed to be a promise or guarantee about Client's ability to find work in said industry. Client expressly acknowledges JPWA has made no such promises or guarantees to Client. Any comments by JPWA with regard to any potential opportunities are speculative in nature, and Client relies upon any such comments at Client's sole risk.

Client further understands that JPWA may use its premises to film trainings and live events for its own marketing purposes and live event production. As such, Client grants JPWA the right to record his/her image, likeness, voice, etc. for these purposes, edit recorded material in any way JPWA sees fit, and use or not use such material for its purposes. Client acknowledges that this is standard procedure in within the industry and understands Client will not be compensated for the recording and/or use of his/her image, likeness, voice, etc., unless otherwise contracted to do so.

In signing this release, Client acknowledges and represents that he/she has read the foregoing Agreement for Release and Waiver of Liability, understands it, and signs it voluntarily as his/her own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; Client is fully competent to enter such Agreement; and Client executes this Agreement for full, adequate, and complete consideration, fully intending it to be a complete and unconditional release of all liability to the greatest extent allowed by Tennessee law.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Signature of JPWA Representative

\_\_\_\_\_  
Client's Printed Name

## JACOBS-PRICHARD WRESTLING ACADEMY STUDENT AGREEMENT

Name of Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

I do hereby affirm my participation in the Jacobs-Prichard Wrestling Academy (JPWA). Furthermore, I acknowledge the following terms and conditions in exchange for professional wrestling training:

- 1) A minimum deposit of \$500 is due 7 days prior to the first day of class. This deposit reserves your spot in the class starting \_\_\_\_\_ and ending on \_\_\_\_\_. Nonpayment of full deposit is considered a forfeiture of class participation privileges.
- 2) ALL DEPOSITS AND PAYMENTS ARE NONREFUNDABLE. NO EXCEPTIONS.
- 3) Tuition into JPWA is \$2,900. There are two payment options:
  - a) Payment Plan - \$500 deposit and three (3) payments of \$800 debited from your credit card or bank account on the 15<sup>th</sup> of each of the first three (3) months of your class schedule.
    - i) Example: You make a deposit of \$500 on December 1<sup>st</sup> for a class beginning on January 1<sup>st</sup>. JPWA deducts \$800 from your credit card or bank account on January 15<sup>th</sup>, February 15<sup>th</sup>, and March 15<sup>th</sup>.
  - b) Pay in Full – Make a one-time payment of \$2,500 (\$400 discount).
- 4) Deposits or Paid-in-Full may be made by check, credit card, or bank draft only. NO CASH.
- 5) All students must be 18 years of age or only. Any student under the age of 18 must have written parental consent.
- 6) I have read and agreed to JPWA's rules.

I confirm that I have read, agree to and will meet all terms and conditions of the above contract for enrollment into JPWA.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of JPWA Representative

\_\_\_\_\_  
Date

## JPWA RULES

1. Arrive at least 10 minutes prior to class. Strength and Conditioning will be one hour, and wrestling training will be 3 hours. If you are going to be late you should call your coach and let him know. If you arrive 15 minutes after class begins and have not informed anyone, you will not be allowed to train that day.
2. No gum.
3. Please be aware of personal hygiene. This is a contact sport and as a courtesy to fellow students and coaches, shower before coming to class. Use deodorant.
4. Wear clean workout gear. Bring an extra shirt to train in after Strength and Conditioning.
5. Bring a towel
6. No cursing, yelling or inappropriate language.
7. No food or drink on or in the ring.
8. Clean up after class. Throw away any trash, water bottles, etc.
9. THERE WILL BE NO TRAINING OR ATTEMPTING ANY HIGH-RISK MANEUVERS WITHOUT THE WITHOUT THE SUPERVISION OF A JPWA APPOINTED TRAINER/COACH.
10. THERE WILL BE ABSOLUTLY NO TOLORENCE OF BULLYING, ABUSIVE OR INAPPROPRIATE BEHAVIOR TOWARDS OTHERS. Be respectful of everyone. If there is a problem, bring it to the coach.

**FAILURE TO COMPLY WITH THESE RULES COULD  
RESULT IN THE TERMINATION OF YOUR TRAINING  
CONTRACT AND FORFEITURE OF ANY PAYMENTS MADE  
AND ALL PAYMENTS DUE JPWA!**