

# **PR ELITE WRESTLING SPORTS LIABILITY WAIVER & RELEASE - COVID-19**

## **• PLEASE REVIEW AS YOU ARE SIGNING AWAY CERTAIN RIGHTS AND LIMITING OTHERS •**

**COMPLIANCE WITH POLICIES AND RULES:** PARENT BOOSTER Usa Inc, A/K/A PR ELITE WRESTLING ("PR ELITE") HAS IMPLEMENTED CERTAIN POLICIES, PROCEDURES, PRACTICES AND RULES (COLLECTIVELY, "RULES") IN RESPONSE TO COVID-19. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: YOU AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR SAFETY AND ACTIONS WHILE PARTICIPATING IN PR ELITE WRESTLING AND USING ASSOCIATED FACILITIES. YOU AGREE TO COMPLY WITH ALL DI RULES RELATED TO COVID-19.

**REPRESENTATIONS REGARDING COVID-19:** BY SIGNING BELOW, YOU AFFIRM AND AGREE TO THE FOLLOWING: (I) YOU AND ALL MEMBERS OF YOUR HOUSEHOLD DO NOT CURRENTLY HAVE, NOR HAVE EXPERIENCED SYMPTOMS OF COVID-19, INCLUDING THE FOLLOWING SYMPTOMS, WITHIN THE PAST FOURTEEN (14) DAYS: COUGH, SHORTNESS OF BREATH OR DIFFICULTY BREATHING, FEVER CHILLS, MUSCLE PAIN, SORE THROAT, AND/OR LOSS OF TASTE OR SMELL; (II) YOU AND ALL MEMBERS OF YOUR HOUSEHOLD HAVE NOT BEEN DIAGNOSED WITH COVID-19; (III) YOU AND ALL MEMBERS OF YOUR HOUSEHOLD HAVE NOT KNOWINGLY BEEN EXPOSED TO ANYONE DIAGNOSED WITH COVID-19 WITHIN THE PAST THIRTY (30) DAYS; (IV) YOU AND ALL MEMBERS OF YOUR HOUSEHOLD HAVE NOT TRAVELED OUTSIDE OF THE UNITED STATES WITHIN THE PAST THIRTY (30) DAYS.

**RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK:** BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, YOU HEREBY (I) FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE AND WAIVE ALL LIABILITY ON BEHALF OF PR ELITE, ITS OFFICERS, EXECUTIVES, AGENTS, AFFILIATES, OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, ASSIGNS, OWNERS, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE "RELEASEES") FOR ANY BODILY INJURY OF ANY KIND OR DEATH THAT MAY BE SUSTAINED BY YOU RELATED TO COVID-19, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, ANY THIRD PARTIES USING PR ELITE FACILITIES, OR OTHERWISE, WHILE PARTICIPATING IN ANY PR ELITE ACTIVITY; (II) AGREE TO INDEMNIFY AND HOLD HARMLESS PR ELITE AND THE RELEASEES FROM ANY LOSS, LIABILITY OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO YOUR INVOLVEMENT IN PR ELITE SPECIFICALLY RELATED TO COVID-19; AND (III) ACKNOWLEDGE AND RECOGNIZE THAT NOTWITHSTANDING THE RULES IMPLEMENTED BY PR ELITE, YOU ARE AT RISK OF CONTRACTING COVID-19, AND YOU ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY OR DEATH ARISING OUT OF OR RELATED TO SAME WHILE PARTICIPATING IN PR ELITE WRESTLING.

**GOVERNING LAW; ARBITRATION.** NOTWITHSTANDING YOUR AGREEMENT NOT TO SUE PR ELITE AND THE RELEASEES AND WITHOUT PR ELITE OR RELEASEES WAIVING THEIR RIGHTS UNDER THE FOREGOING PARAGRAPH, YOU AGREE THAT IN THE EVENT OF ANY LEGAL ACTION, ALL SUCH LEGAL PROCEEDINGS OF ANY KIND, INCLUDING THOSE RELATED TO THE ENFORCEABILITY OF THIS WAIVER, SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT, AND SUCH ARBITRATION SHALL BE THE EXCLUSIVE, FINAL AND BINDING REMEDY. THE PARTIES AGREE THAT THE ARBITRATION SHALL TAKE PLACE IN GIBSONIA, PENNSYLVANIA AND WILL BE THROUGH THE AMERICAN ARBITRATION ASSOCIATION, APPLYING THE INTERNAL LAWS OF THE STATE OF PENNSYLVANIA (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES). JUDGMENT UPON ANY AWARD REACHED BY THE ARBITRATORS MAY BE ENTERED IN ANY FEDERAL OR STATE COURT HAVING JURISDICTION THEREOF. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR JOINTLY SELECTED (OR APPOINTED BY THE AAA IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR WITHIN TEN DAYS). THE NON-PREVAILING PARTY SHALL BE RESPONSIBLE FOR PAYMENT OF THE FULL COSTS OF THE ARBITRATOR AND REASONABLE EXPENSES OF THE PREVAILING PARTY INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. THE AWARD RENDERED BY THE ARBITRATION SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION.

**YOU CERTIFY THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THAT BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS AND REMEDIES AND INTEND THAT YOUR SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY ON BEHALF OF PR ELITE AND THE RELEASEES TO THE GREATEST EXTENT PERMITTED BY LAW.**

### **AGREED AND ACCEPTED:**

**Participant's Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Participant, Parent or Guardian Signature (if under age 18)** \_\_\_\_\_