

Liability and Release Waiver (updated February 2022)

Important, Please Read Carefully. This document affects your legal rights. It must be signed by you, the Participant, or if a minor, your parent or legal guardian, if you are participating in activities offered by Forge Fencing Teams, Inc. (DBA Forge Fencing Academy & Club) and/or Forge Foundation, Inc. (DBA Forge Teams) ("collectively referred to as the "Club"). The parent or guardian agrees to these terms individually and on behalf of the minor. Only the parent or legally appointed guardian may sign for a minor.

In consideration of the opportunity to participate in activities offered by the Club, or to use equipment provided or made available by the Club, Participant, and the parent or guardian of a minor Participant, understand, acknowledge and agree as follows:

The services of the Club include instruction in the sport of fencing, providing certain facilities and equipment for fencing, group outings, and general athletic and training activities. The Club may also from time-to-time offer transportation and lodging to events or activities to Participants.

Fencing is a combat sport requiring good athletic conditioning. Participant acknowledges and understands that the activities may be dangerous and may include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Such risks include the actions of other participants, which cannot be controlled by the Club.

Participant accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. The Club and its coaches have no obligation to verify the fencer's physical condition to engage in fencing; rather that obligation rests with the Participant and the Participant's parents or guardians (if applicable).

Participant grants permission to take photographs and video of Participant for use in brochures, websites, posters, social media and other promotional materials.

Acknowledgement, Assumption of the Risks and Release

As an adult Participant, or as the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor Participant for whom I am signing, as follows:

I understand the nature of the services and activities and their risks. I acknowledge and expressly assume all risks of activities, whether or not described above, known or unknown, and inherent or otherwise. Risks of participation include possible exposure to illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. I take full responsibility for any illness, injury or loss, which I (or a minor child for whom I sign) may suffer, arising in whole or in part out of such activities.

I release the Club, its employees, contractors, volunteers, directors and owners (collectively and individually the "Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of the Club or the use of the facilities and equipment. Neither I, the minor child, nor anyone acting on our behalf (individually or collectively) will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any activities of the Club, anyone providing assistance, a member of my, or the minor child's family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of the Club or the use of its facilities or equipment.

The agreements of this release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, illness, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant individually and on behalf of the minor for whom I sign. I authorize the Club to provide or obtain for me, or the minor child for whom I sign, such medical care as the Club considers necessary or appropriate, and I agree to pay for all costs associated with such care and related transportation.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, assigns, administrators, wards, minor children and other family members.

In addition, in consideration of my participation in the sponsored activities of the USFA Fencing Association, I acknowledge, agree to and understand that: I am fully aware of and appreciate the risks, including the risk of possible exposure to and illness from communicable diseases, catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a fencing event. I further agree on behalf of myself, my heirs, and personal representative, that USA Fencing, the host organization and sponsors of any USA Fencing sanctioned event, along with the coaches, volunteers, employees, agents, officers and directors of the these organizations, shall not be liable for any injury, illness, loss of life or other loss or damage occurring as a result of my participation in the events, or as a results of equipment that may have been provided to me for these activities.