

WAIVER OF LIABILITY & CONSENT FORM

***REQUIRED FOR ALL PARTICIPANTS ***

Participant's Name: _____ DOB: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Cell Phone: _____ E-Mail: _____
 USFA Membership Number: _____
 Emergency Contact & Relation: _____ Emergency Contact Phone: _____

WAIVER OF LIABILITY

For and in consideration of and any department, organization or group affiliated therewith permitting Participant to enroll in and participate in a fencing class, Participant, by signing below, hereby voluntarily indemnifies, releases from liability and holds harmless TEXAS FENCING ACADEMY for any accident, injury, illness, death, loss, attorneys fees, damage to person or property, or any other consequences suffered by Participant or any other person arising or resulting directly or indirectly from Participant's participation in a fencing class or any competitions. In the event that Participant is injured, Participant agrees to assume any financial obligation, either through Participant's personal health insurance, or through some other means, for any medical cost which Participant incurs. TEXAS FENCING ACADEMY assumes no responsibilities for any medical expenses, injury, or damage suffered by Participant in connection with the use of any TEXAS FENCING ACADEMY facilities or services in connection with any of the fencing classes and practices. Participant further agrees to conform to all rules, regulations and policies adopted by TEXAS FENCING ACADEMY relating to the fencing classes, practices and competitions. IT IS THE INTENTION OF PARTICIPANT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF TEXAS FENCING ACADEMY AND TO EXEMPT AND RELIEVE TEXAS FENCING ACADEMY FROM LIABILITY INCLUDING BUT NOT LIMITED TO FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

Participant further agrees that Participant, his/her spouse, assignees, heirs, executors, administrators, guardians, and legal representatives will not make any claims against, sue or attach the property of TEXAS FENCING ACADEMY for any loss or damage resulting from Participant's participation in the fencing classes, exercises and competitions. PARTICIPANT IS AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN A FENCING CLASS, AND FENCING COMPETITION. FURTHERMORE, PARTICIPANT IS ALSO AWARE, THIS IS A RELEASE OF LIABILITY, A WAIVER OF THE PARTICIPANT'S LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE AND A CONTRACT BETWEEN PARTICIPANT AND TEXAS FENCING ACADEMY AND PARTICIPANT SIGNS IT OF HIS/HER OWN FREE WILL. PARTICIPANT ALSO ACKNOWLEDGES HE/SHE IS OVER THE AGE OF 18, OF SOUND MIND, AND HAS NOT BEEN COERCED IN ANY WAY TO SIGN THIS WAIVER OF LIABILITY AND CONSENT FORM. THE UNDERSIGNED ALSO CERTIFIES HE/SHE IS COMPLETELY COMPETENT AND AUTHORIZED TO EXECUTE THIS RELEASE AND THAT HE/SHE HAS FULLY READ AND COMPLETELY UNDERSTOOD THIS WAIVER OF LIABILITY AND CONSENT FORM OR HAS HAD IT EXPLAINED TO HIM/HER.

EXPRESS CONSENT FOR MEDICAL TREATMENT

I EXPRESSLY GIVE MY CONSENT FOR THE STAFF AND COACHES OF TEXAS FENCING ACADEMY TO OBTAIN MEDICAL CARE FROM ANY LICENSED PHYSICIAN, HOSPITAL OR CLINIC FOR ANY INJURY OR ILLNESS THAT MAY ARISE DURING ACTIVITIES ASSOCIATED WITH TEXAS FENCING ACADEMY. IN THE EVENT THE PARTICIPANT IS A MINOR, I HEREBY EXPRESSLY GRANT TEXAS FENCING ACADEMY PERMISSION TO ACT AS GUARDIAN FOR THE MINOR PARTICIPANT IN OBTAINING REASONABLE EMERGENCY MEDICAL TREATMENT FOR ANY INJURY OR ILLNESS THAT MAY ARISE DURING THE ACTIVITIES ASSOCIATED WITH TEXAS FENCING ACADEMY.

EXPRESS CONSENT FOR PHOTOGRAPHY

I EXPRESSLY GIVE MY CONSENT FOR THE STAFF AND COACHES OF TEXAS FENCING ACADEMY AND/ OR THEIR DESIGNEES TO TAKE PHOTOGRAPHS, VIDEO OR AUDIO RECORDINGS OF THE UNDERSIGNED AND ABOVE MENTIONED PARTICIPANT TO USE FOR THE PURPOSE OF PROMOTING TEXAS FENCING ACADEMY ON THE TEXAS FENCING ACADEMY WEBSITE AND/OR OTHER PROMOTIONAL MATERIALS.

EXPRESS CONSENT TO ABIDE BY CLUB POLICY

BY SIGNING BELOW, I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ABIDE BY THE TEXAS FENCING ACADEMY POLICY.

TEXAS FENCING ACADEMY requires all participants to be current members of the us fencing organization to participate in any classes, lessons or open/free fencing. This waiver and consent form shall be governed by the law of the State of Texas. Should it develop that there are any mistakes in this waiver and consent form which cause the waiver and consent form to be defective or less than complete, the undersigned will execute any and all instruments and do any and all things necessary to effectuate a full, final and complete waiver and release of liability. This waiver and consent form contains the entire agreement between TEXAS FENCING ACADEMY and the PARTICIPANT concerning waiver of liability, consent for medical treatment, consent for photography and consent to abide by club policy.

 SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN

 PRINTED NAME OF SIGNATORY

 DATE

DO NOT FILL BELOW THIS LINE

TFA Account Created/Updated - Y/N

USFA Membership Confirmed - Y/N