Woodlands Fencing Academy

2227 Golden Road, Unit A, Spring, TX 77380
woodlandsfencingacademy.com · info@woodlandsfencingacademy.com · (346) 459-0186

Release & Waiver of Liability, Assumption of Risk, And Indemnity Agreement

("Agreement")

In consideration of the opportunity to participate in the fencing activities of the Woodlands Fencing Academy, LLC ("WFA" or "the Academy"), I, the undersigned, for myself, my personal representatives, assigns, heirs and next of kin:

1. I attest that I am physically and mentally fit to participate in the art and activity of fencing and voluntarily assume all risks of loss, damage, or injury that may be sustained while participating in the activities of WFA.

2. I understand that serious accidents can occur during fencing, and that participants can sustain serious personal injuries and/or property damage as a consequence thereof. Knowing the risks of fencing, I nevertheless hereby agree to assume those risks and to release and hold harmless all of the persons and entities mentioned above who, through negligence or carelessness or otherwise, might be liable to me (or my heirs, personal representatives or assigns) for damages.

3. I understand that WFA, its owners, officers, directors, instructors and members make no representation regarding the safety, suitability, and compliance with industry standards of the fencing equipment owned, used, and made available for use to and by WFA for its members and non-members. I hereby specifically release and waive the aforementioned parties from any and all liability arising from and in connection with my use of the Academy's equipment.

4. I hereby waive and release any and all claims for damages, for death, personal injury, loss of property or property damage I may have, or that may subsequently accrue to me, as a result of my participation as a member or a non-member in the activities of the Academy.

5. I discharge and release in advance WFA, from any and all liability arising out of or connected in any way with my participation in the activities of the Academy; including, but not limited to, instruction, training, lessons, bouts, and competitions. My participation is voluntary and done at my own risk.

6. I hereby consent to any emergency medical treatment needed. I understand and agree that medical or other services rendered to me by, or at the instance of, any of the persons or entities mentioned above is not an admission of liability to provide or to continue to provide any such services, and is not a waiver by any of the persons or entities mentioned above of any right hereunder.

7. If, despite this Agreement, I or anyone on my behalf makes a claim against any of the releases, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney's fees, loss, liability, damages, or costs which they may incur as a result of such claim.

8. I agree to accept and abide by the rules and regulations of the United States Fencing Association ("USFA") and the USFA Gulf Coast Division.

9. I agree to conduct myself in a courteous manner while I participate in the activities of the Academy. I agree to treat other WFA fencers with respect and to observe proper fencing etiquette while on the fencing strip during training, lessons, and/or competitions.

10. I grant Woodlands Fencing Academy, LLC (WFA) and its employees the irrevocable and unrestricted right to reproduce photographs or video images of the minor named above for the sole purpose of publication, promotion, illustration or advertising related to the activities including, but not limited to, instruction, training, lessons, bouts and competitions of WFA on both social media platforms and print.

11. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND WOODLANDS FENCING ACADEMY, LLC AND ITS MEMBERS, AND I HAVE SIGNED IT VOLUNTARILY.

STUDENT'S NAME

PARENT / GUARDIAN NAME (IF STUDENT IS YOUNGER THAN 18)

12. STUDENT / PARENT SIGNATURE (IF STUDENT IS YOUNGER THAN 18)

DATE

To sign: type your full name, or use your PDF app's "Sign" tool. Save the file and email it to info@woodlandsfencingacademy.com.