

THREE SWORDS FENCING CLUB
A Michigan 501(c)(3) Non-Profit Corporation

WAIVER AND RELEASE OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) is executed in favor of THREE SWORDS FENCING CLUB, INC., a Michigan nonprofit corporation, together with its directors, officers, members, employees, coaches, volunteers, agents, and participants (collectively, “TSFC”).

In consideration of, and as a condition to, the permission to participate in TSFC’s fencing activities, and to use the facilities, equipment, services, premises, products, instruction, lessons, and advice provided at or offered by TSFC today and at any time in the future, I hereby agree to execute this Release as my free and voluntary act, on behalf of myself and my children, parents, heirs, assigns, personal representative, and estate, under the following terms:

1. **INHERENT RISKS OF FENCING.** I acknowledge and understand that FENCING is an inherently dangerous physical activity involving known and unknown risks of physical or emotional injury, which may include property damage or bodily injury including temporary or permanent disability, or even death. I also understand that fencing involves strenuous exertion that poses inherent risks, and that I have been advised to have my fitness to participate in fencing evaluated by a licensed medical professional, prior to such participation. I fully understand these risks, that such risks cannot be eliminated without jeopardizing the essential nature of fencing activities, and agree to assume all risk of injury or illness associated with any TSFC activity or event in which I participate.
2. **WAIVER AND RELEASE OF LIABILITY.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TSFC from any and all claims, demands, or causes of action which are in any way connected with or arise out of my participation in any and all TSFC activities, events, classes, competitions, or programs of any kind, including transportation to and from any fencing events, or my use of TSFC facilities, equipment, products, and/or premises. I further agree to hold TSFC harmless from any and all liability for any damages to, loss of, or theft of my property that I may bring to or leave upon TSFC premises. I further hereby release and forever discharge TSFC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment(s), or service(s) rendered in connection with my participation in TSFC fencing or other activities, or my use of TSFC facilities, equipment, services, products, or premises.
3. **ASSUMPTION OF RISK.** I expressly accept and assume all of the risks inherent to fencing or that might have been caused by the negligence of TSFC. My participation in fencing and other TSFC activities is purely voluntary and I elect to participate despite the risks. In addition, if I believe at any time that event conditions are unsafe, or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
4. **INSURANCE.** I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in fencing, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety while fencing, or else I am willing to assume and bear the costs of all risks that may arise, directly or indirectly, from such condition(s).
5. **LEGAL PROCEEDINGS.** I agree that this Release is intended to be as broad and inclusive as is permitted by Michigan law, and that this Release shall be governed by and interpreted in accordance with the laws of Michigan. In the event that any clause or provision of this Release shall be held invalid or unenforceable by a court of competent jurisdiction, such clause may be enforced to the greatest extent permitted by Michigan law, and such invalidity shall not affect the validity or enforceability of the remaining terms of this Release. Furthermore, I consent and agree to the jurisdiction of the Circuit or District Court (as applicable) of Grand Traverse County, Michigan, for any action arising out of this Release or my activities related to TSFC. I further agree that Grand Traverse County, Michigan, shall be the exclusive proper venue for such action(s). I agree that a photocopy or other mechanical reproduction of this Release will have the same force and effect as the original, and that this Release may not be limited or modified except by a writing signed by TSFC.

Signature(s) set forth on the following page 2 of 2



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By signing this Release, I agree that if I am hurt or my property is damaged or destroyed during my participation in fencing or other TSFC activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released. I understand and agree that I am freely and voluntarily granting a complete and unconditional release of all liability against TSFC to the greatest extent allowed by law.

I agree that I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel of my choice prior to signing this Release. Also, I understand that fencing and other TSFC activities would either not be made available to me, or made available to me only at a significantly greater cost, were I to choose not to sign this Release, and agree that the opportunity to participate at the stated cost(s) in return for the execution of this Release is a reasonable bargain.

I HAVE READ AND UNDERSTOOD BOTH PAGES OF THIS RELEASE AND I AGREE TO BE BOUND BY ITS TERMS.

PRINTED NAME: _____ **SIGNED:** _____

ADDRESS: _____ **Dated:** _____

Phone: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
Must Be Completed For Participants Under The Age Of 18

In consideration of _____ (**PRINT name of minor**) being permitted to participate in TSFC's fencing and other activities, I further agree to indemnify and hold harmless TSFC from any claims alleging negligence which are brought by or on behalf of the minor identified above, or arise in any way out of the minor's participation in TSFC activities or use of TSFC premises, equipment, programs, events, or otherwise. This includes without limitation transportation to or from fencing-related activities outside of TSFC premises. I understand I may provide my own transportation for the minor identified above, and that my execution of this Release and indemnification agreement is a condition of the minor's use of any transportation that may be provided by TSFC.

PARENT/GUARDIAN PRINTED NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

Dated: _____

