

# RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**PLEASE READ THIS DOCUMENT CAREFULLY**

I acknowledge and agree that in consideration of being permitted to participate in fencing programs organized, and/or operated by West End Swords:

1. **I DO HEREBY RELEASE** West End Swords and its owners, directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against West End Swords and its owners, directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in fencing programs notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of West End Swords, or any of their owners, directors, officers, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
  - Fencing Programs may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of fencing itself, others which result from human error and negligence on the part of the persons involved in organizing, and/or operating the fencing programs;
  - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
  - some of the aforesaid risks and hazards are foreseeable, but others are not;
  - I nevertheless **freely and voluntarily assume all the aforesaid risks and hazards**, and that, accordingly, my preparation for, and participation in fencing programs in the near or distant future **shall be entirely at my own risk**;
  - I understand that neither West End Swords nor any of its owners, directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in fencing programs;
  - I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
  - I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against West End Swords, its owners, directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for fencing programs, whether or not such loss or injury is caused solely or partly by the negligence of West End Swords or any of its owners, directors, officers, employees, sponsors, independent contractors and/or agents;
  - this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
  - I agree that I am physically capable of participating in fencing programs, and that I have no pre-existing conditions that would hinder my ability to participate in fencing programs.

Participant Name: \_\_\_\_\_ Participant Phone or Email: \_\_\_\_\_

Participant (if over 18) or Legal Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_