



# **FRESNO FENCING ACADEMY**

**5717 N. First St., Fresno, CA 93710**

**www.fresno-fencing.com**

**(559)224-1910**

## **Release of Liability Form and Agreement**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell/Work Phone: (\_\_\_\_) \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

IN CONSIDERATION OF BEING PERMITTED TO FENCE, EXERCISE, OR PARTICIPATE IN ANY SCHEDULED OR UNSCHEDULED ACTIVITY AT THE FRESNO FENCING ACADEMY, I, FOR MYSELF, AND ON BEHALF OF MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, HEREBY RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE NOT TO SUE THE UNITED STATES FENCING ASSOCIATION ("USFA"), THE FRESNO FENCING ACADEMY ("FFA"), AND/OR ANY NATIONAL GOVERNING BODY OR OTHER SPONSORING ORGANIZATION, THEIR OFFICERS, DIRECTORS, ADMINISTRATORS, VOLUNTEERS, EMPLOYEES, COACHES, STAFF, AGENTS, ADVERTISERS, OWNERS, AND LESSORS OF PREMISES ON WHICH THE ACTIVITY TAKES PLACE, ("RELEASEES") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE. I PROMISE TO CONDUCT MYSELF IN A SPORTSMANLIKE MANNER AND WILL FOLLOW THE RULES OF THE USFA REGARDING SAFETY, AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, OR ANYONE ON MY BEHALF, MAKES CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS A RESULT OF SUCH CLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant Name: (PRINTED):** \_\_\_\_\_

### **Parental Consent (if the participant is under the age of 18)**

AND I, the minor's parent and/or legal guardian, understand the nature of fencing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO ENDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, and further agree that if despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim to the fullest extent permitted by law.

**Parent and/or Legal Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent and/or Legal Guardian Name: (PRINTED):** \_\_\_\_\_