

**FENCING ACADEMY OF PHILADELPHIA, Inc. and USA FENCING  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY  
AND PARENTAL INDEMNIFICATION AGREEMENT "AGREEMENT"**

IN CONSIDERATION of being permitted to participate in any way in the Fencing Academy of Philadelphia, Inc. programs (F.A.P., F.A.P.-North, and satellites) and activities ("Activity") I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand that the nature of Fencing activities and that I am qualified, in good physical and mental health, and in proper physical condition to participate in such Activity. I agree and warrant that if at any time I believe conditions to be unsafe I will immediately discontinue further participation in the Activity. I acknowledge that the Activity may be conducted in facilities that are open to the public during the Activity.
2. FULLY UNDERSTAND that: a) **fencing activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death("risks")**; b) these Risks and dangers may be caused by my own actions or inaction, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or the **negligence of the "releasees" named below**; c) **there may be other risks and social and economic losses** either not known to me or readily foreseeable at this time; and I **fully accept and assume all such risks and all responsibility for losses and damages** I incur as a result of my participation or that of a minor in the Activity.
3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the club (F.A.P. Inc.) USA Fencing, their respective administrators, directors, agents, officers, members, volunteers, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "releasees" herein) **from all liability, claims, demands, losses or damages on my account caused or alleged to be caused by in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if despite the RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a 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 that may occur as the result of any such claim.**
4. I have informed F.A.P. Inc of any manifest or hidden disability, intellectual, emotional or physical issues that I or My child may have so that the instructor can be fully aware of any unique teaching needs I or my child may have.
5. I agree that any images from training or competition that may feature the athlete named below may be used by FAP for promotional purposes in print or online.

**I HAVE READ THIS AGREEMENT, UNDERSTOOD ALL 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.**

Printed name of participant: \_\_\_\_\_ DOB if under 20 \_\_\_/\_\_\_/\_\_\_

Participant address: \_\_\_\_\_

Participant phone: (hm) \_\_\_\_\_ (wk) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

Signature of participant: \_\_\_\_\_ date \_\_\_/\_\_\_/\_\_\_

**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 in qualified, in good health and in proper physical condition to participate in such activity. I HERBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, LOSSES OR DAMAGES ON THE MINOR'S ACCOUNT caused or alleged to be caused in whole or in part by the negligence or the "releases" or otherwise, including negligent rescue operations and further agree that despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releases named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE OR COST MAY INCURE AS A RESULT OF ANY SUCH CLAIM.**

Printed name of parent/guardian: \_\_\_\_\_

Parent/gaurdian address: \_\_\_\_\_

Parent/guardian phone: (hm) \_\_\_\_\_ (wk) \_\_\_\_\_ (cell) \_\_\_\_\_

Parent/guardian Email: \_\_\_\_\_ @ \_\_\_\_\_

Signature of parent/guardian \_\_\_\_\_ date \_\_\_/\_\_\_/\_\_\_