

**FENCING ACADEMY OF PHILADELPHIA, Inc.**  
**COVID-19 WARNING, WAIVER & RELEASE**

This waiver is additional to the previously signed participation waiver and not intended as a replacement

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19. The novel coronavirus, SARS-COV-2, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious, is debilitating and deadly and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Fencing Academy of Philadelphia, Inc (F.A.P.Inc) has made commercially reasonable efforts to comply with the recommendations of applicable federal, state, and local authorities to put in place preventive measures to reduce the spread of COVID-19 in addition to following guidelines set forth by our national governing body, USA Fencing. However, F.A.P.Inc cannot and does not ensure or guarantee that, notwithstanding such preventive measures, you and those with whom you come into contact will not become infected with COVID-19. Further, attending F.A.P.Inc could increase your risk of contracting COVID-19.

By signing this agreement, you acknowledge the contagious nature of COVID-19 and any and all risks associated with COVID-19, known and unknown, voluntarily assume the risk that you and those you may come in contact with may be exposed to or infected by COVID-19 because you attended F.A.P.Inc and/or participated in F.A.P.Inc activities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. You understand that the risk of becoming exposed to or infected by COVID-19 at F.A.P.Inc may result from the actions, omissions, or negligence of myself and others, including, but not limited to, F.A.P.Inc employees and program participants.

You voluntarily agree to assume all of the foregoing risks and all other risks associated with COVID-19 and accept sole responsibility for yourself and those who come into contact with you for any injury including, but not limited to, personal injury, illness, breach of contract, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, experienced and/or incurred (including attorneys' fees) in connection with your attendance at F.A.P.Inc ("Claims"). You hereby release, covenant not to sue, discharge, indemnify, defend, and hold harmless F.A.P.Inc, its coaches, officers, directors, members, volunteers, owners, affiliates, subsidiaries, employees, independent contractors, insurers, agents, and representatives ("F.A.P.Inc Parties"), from the Claims. You understand and agree that this waiver and release includes any Claims based on the actions, omissions, or negligence of F.A.P.Inc, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any F.A.P.Inc program or activity. It is your express intent that this Waiver shall bind any heirs, successors, assigns, and representatives and shall be deemed a release, waiver, discharge and covenant not to sue F.A.P.Inc and the F.A.P.Inc Parties. To the fullest extent allowed by law, this waiver and all releases herein apply regardless of whether or not F.A.P.Inc and/or F.A.P.Inc Parties is/are negligent in whole or in part, and regardless of whether or not F.A.P.Inc Parties provided adequate or proper instructions, provided you with adequate or proper equipment, advised you of hazards, or knew of certain conditions, damages, symptoms, illness, procedures, cleanings, products, or defects of equipment, fixtures, real property, or personal property. You are executing this voluntarily as your own free act and deed and fully intend to be bound by same. You have had the opportunity to review this document with your own independent legal counsel or have chosen not to do so. You execute this waiver as a condition to participating in any F.A.P.Inc activities, and do so intending to be legally bound.

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Athlete name (please print)

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Parent/Guardian name (please print)

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Athlete signature

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Parent/Guardian signature

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Date signed