



**United States Fencing Association (USFA)
Release & Waiver of Liability, Assumption of risk, and Indemnity Agreement**

In consideration of being permitted to participate in Cape Fear Fencing Association Sponsored Activities. I for myself, my personal representatives, assigns, heirs and next of kin:

- 1) Acknowledge, agree, and represent that I understand the nature of Fencing Activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further acknowledge that the activity will be conducted in facilities open to the public during the activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
- 2) Fully understand that:
 - a. Fencing activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death.
 - b. The 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 “releases” named below:
 - c. There may be other risks and social and economic losses even not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the activity.
- 3) Hereby release, discharge and covenant not to sue the Cape fear Fencing Club, The United States Fencing Association, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and Lessors of premises on which the activity takes place (each considered on of the “releases” herein) 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 “releases” or otherwise, including negligent rescue operations; and further I agree that if despite the Releases and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the releases from any litigation, expenses, attorney fees, loss, liability, damage, or cost which and may incur as the result of such claim.

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 and inducement or assurance of any nature and intend it to be 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, not withstanding, shall continue in full force and effect.

Participant Signature

Printed Name of Participant

Date

