

Release & Waiver of Liability & Indemnity Agreement

Appalachian Highlands Historical Fencing

In consideration of being permitted to participate in any way with Appalachian Highlands Historical Fencing and/or being permitted to enter for any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the adult participant named below agrees, or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in martial arts activities or events, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/WE fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury, partial and/or total disability, paralysis, and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction, or negligence of the participant or the action, inaction, or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to us or are not reasonably foreseeable at his time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Appalachian Highlands Historical Fencing, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants, and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

Initials indicating that I have read & understood this page _____

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. I/WE give full permission, in perpetuity, for media, including but not limited to audio, photographs, and video, to be taken of me during martial arts program events, and to be used in promotion of Appalachian Highlands Historical Fencing. I/WE understand that there will be no compensation for such use, and I/WE release all claims to any and all damages resulting from such use.
7. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.
8. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.
9. I expressly waive, release, and discharge the HEMA Alliance and any affiliates, officers, employees, representatives, agents, contractors, or volunteers of the above (the "Released Parties") from any and all claims for damages or injuries that I or the participant may sustain as the result of participation in HEMA Alliance activities. I assume all risk for participation in HEMA Alliance activities and understand that the Released Parties are not responsible for determining a participant's fitness to participate.
10. I understand that the Released Parties have made no representations as to the results of participation in HEMA Alliance activities. I understand further that no representations are being made to me as to the professional qualifications, standards, equipment, or safety associated with participation in HEMA Alliance activities.
11. The responsibility for the assessment of all risks associated with HEMA Alliance activities is mine alone, and any damages of any type due to the failures or negligence of others I also accept as my responsibility alone. I assume all attendant risks regardless of my ability to foresee and/or evaluate those risks. The responsibility to be aware of whether a particular activity is an official activity of the HEMA Alliance is also mine alone. I am aware that this information is available to me online and I know where to retrieve this information. The responsibility to understand the effects and limits of any insurance policies associated with participation in HEMA Alliance activities is also mine alone. I am aware that this information is available to me online and I know where to retrieve this information.

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12. I understand that the accident coverage portion of the HEMA Alliance insurance policy is secondary to my personal health insurance, and I understand what that means. I understand that the HEMA Alliance accident coverage is also contingent upon my possession of primary coverage through a health insurance policy of my own, and that the HEMA Alliance will not submit a claim if I do not have primary coverage. I understand that I am responsible for any deductible payments associated with HEMA Alliance insurance if a claim is submitted for me. I further understand that the submission of any insurance claim is at the sole discretion of the HEMA Alliance.
13. I understand that the liability coverage portion of the HEMA Alliance insurance policy only covers Individual Members of the HEMA Alliance who are categorized as Staff. It is my responsibility to know whether I fall into this category. I am aware that this information is kept by the Governing Council of the HEMA Alliance, and I know how to contact the Governing Council to confirm this information.
14. I agree that this waiver and release is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the activities are conducted and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.
15. I understand that while instructors may announce a requirement of certain protective gear for certain activities, the student always has the option and responsibility to add protective gear that the student considers necessary or desirable. I further understand that eye protection and other protective gear are always available for students to borrow, and that it is my responsibility to ask for these. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Martial Arts School: HEMA Alliance; Appalachian Highlands Historical Fencing

PLEASE PRINT ALL INFORMATION CLEARLY

Participant Name _____

Adult Guardian Name (if minor participant) _____

Signature (adult) _____ Phone _____

Address _____

Email (adult) _____

Email (if minor participant) _____