



Denver Fencing Center  
1930 South Navajo Street  
Denver, CO 80223  
(303) 922-7288  
info@denverfencingcenter.com

## FENCING WAIVER

Please complete the following form with your fencer's information. All fields are required for insurance purposes. There is a waiver on page 2, which must be signed. We're happy to answer any questions you may have! Feel free to contact us at 303-922-7288.

Last name:	
First name:	
DOB (mm/dd/yy)	
Primary email:	
Gender:	
Address:	
Primary phone:	

USA FENCING RELEASE AND WAIVER OF LIABILITY -- READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the USA Fencing Association and its related events and activities, I, [print name], the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in the sport of fencing and related activities is significant, including the potential for serious injury or death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. If, however, I observe any unusual significant hazard during my presence or participation in any such activity, I will bring such hazard immediately to the attention of an official, organizer or other person with responsibility for such activity; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I agree to comply with the stated and customary terms and conditions for participation, including but not limited to those set forth in USA Fencing's Fencing Rules, Athlete Handbook and Safe Sport Policy, as amended from time to time; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS USA FENCING, and any affiliated section, division, club, host organization, officer, director, referee, coach, volunteer, official, agent and/or employee, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

x \_\_\_\_\_ Date Signed:  
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x \_\_\_\_\_ Date Signed:  
PARENT / GUARDIAN SIGNATURE

Arbitration: Any controversy or claim arising from or relating to my membership or participation, or my minor child's membership or participation, in the USFA, including but not limited to any matter arising from or relating to (i) qualification or selection for, or competition in, any fencing event, whether staged under the auspices of the USFA, the FIE, the USOC, the IOC or some other fencing administrative body, (ii) qualification or selection for, or activities as, a referee, coach or other official at any such fencing event; or (iii) compliance with any rule, regulation, policy, practice, bylaw, or statutory or common law, of the USFA, FIE, USOC or IOC, or of any national, state, provincial or local governing or administrative body, including any issue concerning compliance by the USFA or by any officer, director, employee, agent, attorney, referee, official, committee member or volunteer of the USFA, shall to the fullest extent permitted by law be settled by arbitration, provided, however, that prior to the commencement of any such arbitration, any and all available administrative procedures and remedies of the USFA, FIE, USOC, IOC or applicable sports, governmental or administrative body shall have been exhausted. Any arbitration shall administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Colorado and the United States. If the dispute is less than \$50,000 there shall be no discovery other than the exchange of documents. If the dispute is over \$49,999.99, discovery may also include no more than two (2) depositions (of not more than 7 hours each) by each side, unless the parties shall otherwise agree or the arbitrator(s) shall otherwise order for good cause shown. The arbitrator(s) will have no authority to award consequential, punitive or exemplary damages. Except as may be required by law or noted above, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder to a non-party without the prior written consent of all parties.

