

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,**

**INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY**

TO: EDMONTON FENCING CLUB (1982) (REFERRED TO AS THE "CLUB")

**ASSUMPTION OF RISKS**

I am aware that participating in fencing classes, training, practices, workshops, tournaments, and other fencing events or activities involves physical contact and other physical challenges that will expose me or my child to many risks, dangers and hazards including but not limited to physical contact with other participants, equipment (including, without limitation, various weapons such as foils, and other edged or pointed weapons or simulated edged weapons), various types of protective gear, training equipment, sparring equipment, floors, walls, all of which are incidental to fencing.

I AM ALSO AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FENCING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM TO EITHER MYSELF OR MY CHILD INCLUDING THOSE RESULTING FROM **NEGLIGENCE ON THE PART OF THE OPERATOR OF THE CLUB OR ITS INSTRUCTORS AND ASSISTANTS AND THEIR FAILURE TO SAFEGUARD OR PROTECT ME OR MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FENCING.**

I also consent and agree to follow the rules and regulations set out by the Edmonton Fencing Club at all times while at Club premises or while representing the Club or participating in Club events or activities at other locations whether in Alberta or elsewhere. I agree to follow the rules of the Alberta Fencing Association and Canadian Fencing Association as they apply to me. I acknowledge that if I am not familiar with the rules and regulations of the Edmonton Fencing Club, the Alberta Fencing Association or the Canadian Fencing Association, it is my responsibility to become familiar with them and these rules and regulations will be made available to me upon my request.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Club accepting my application, or that of my child made by me, to participate in any or all of the Club programs, tournaments, workshops or any other activities offered by or involving the Club, and permitting me or my child to participate in fencing events with the Club at various locations throughout the City of Edmonton and elsewhere in the Province of Alberta, or elsewhere, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Club, and its operators, directors, officers, employees, agents, representatives, instructors, assistant instructors, guest instructors or guest assistant instructors, successors, and assigns (all of whom are hereinafter collectively referred to as the "Releasees"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expenses, or injury including death that I or my child may suffer, or that my next of kin may suffer resulting from either my or my child's participation in fencing classes, events or otherwise involving the Club DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME OR MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF FENCING;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my or my child's participation in fencing or other activities with the Club;

3. I hereby consent to the use of photographs and videos in promotional materials and publicity efforts. I understand that the photographs and videos may be used in a publication, print ad, direct-mail piece, digital imagery, electronic media (e.g. video, CD-ROM, Internet/WWW), or other form of promotion. I release the Club, the photographer, their offices, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use.

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

6. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of fencing and related Club activities other than what is set forth in this Agreement.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

BY SIGNING THIS AGREEMENT AS PARENT OR GUARDIAN OF A PERSON UNDER THE AGE OF 18 YEARS, I AM CERTIFYING THAT I HAVE THE LEGAL AUTHORITY OF A PARENT OR GUARDIAN FOR THAT PERSON.

Signed at the City of Edmonton, Province of Alberta on \_\_\_\_\_, 20\_\_\_\_\_.

**EMAIL:**

Authorized EFC signature	Signature of fencer:	Signature of parent or guardian (if applicant is under 18 yrs.)
PLEASE PRINT NAME CLEARLY:	PLEASE PRINT NAME CLEARLY:	PLEASE PRINT NAME CLEARLY:

**Class code:**  
**QB Invoice:**  
**Cash** \_\_\_\_\_ **Cheque** \_\_\_\_\_ **Online** \_\_\_\_\_

**Volunteer Cheque:**  
**Yes** \_\_\_\_\_, **#** \_\_\_\_\_ **N/A (only for once a week)** \_\_\_\_\_