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## Waiver and Release of Liability

DISCLAIMER: Legacy Sword Arts, its employees, instructors, and agents are not responsible for any reason whatsoever (including ordinary negligence) for any injury or loss of property suffered by any person while involved in any fencing-related activity, whether suffered during a class, club meeting, private lesson, or any related competition.

In consideration of my participation, I hereby release and covenant not-to-sue Legacy Sword Arts and all associated employees, instructors, and agents, from any and all present and future claims resulting from ordinary negligence on the part of Legacy Sword Arts or others listed above for property damage, personal injury, or wrongful death arising as a result of my engaging or receiving instruction in fencing during a class, club meeting, private lesson, any related competition, or any activity incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that fencing is an individual and team sport involving severe cardiovascular stress and violent physical contact. I understand that fencing involves certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs. I understand that equipment provided for my protection may be inadequate to prevent serious injury. I further understand that fencing involves a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in fencing activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of activity organizers or other participants, are all included in the covenant not-to-sue. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Legacy Sword Arts, and all others listed above for any and all claims arising as a result of my engaging or receiving instruction in fencing during a class, club meeting, private lesson, any related competition, or any activity incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Kentucky and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Kentucky.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing below, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of Legacy Sword Arts, or any and all parties listed above.

\_\_\_\_\_  
(Participant's Printed Full Name)

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Parent or Legal Guardian's Printed Full Name)

\_\_\_\_\_  
(Signature of Parent or Legal Guardian if Participant is Under 18 Years of Age)

\_\_\_\_\_  
(Date)