



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

I, _____ (“Student”) wish to participate in a fencing program (the “Program”) to be conducted by Okotoks Fencing Club (OFC), a society established pursuant to the provisions of the Alberta Societies Act, with an office in the Town of Okotoks, in the Province of Alberta, and I agree that the Program is provided by OFC subject to the following terms and conditions, including but not limited to, certain limitations with respect to liability:

1. OBLIGATIONS OF OFC: OFC shall supply services appropriate to permit the Student to participate in the Program and comply with all federal, provincial and municipal laws and regulations required with respect to providing the Program.

To be initialed and signed by participant or parent/guardian if participant is under the age of 18

ASSUMPTION OF RISKS

I am aware that participating in fencing classes, training, practices, workshops, tournaments, and other events involving fencing 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, epee’s 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 Okotoks Fencing Club at all times while at OFC classes, bouts or while representing OFC or participating at other locations whether in Alberta or elsewhere. I also 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 Okotoks Fencing Club, the Alberta Fencing Association and 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.

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

2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against OFC, 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 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 OFC 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;





3. 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 OFC;

4. I hereby consent to the use of photographs and videos in promotional materials and publicity efforts. I understand that the photographs 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 OFC, 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.

5. 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;

6. 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

7. 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.

8. 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 OFC 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 _____, Province of Alberta this ____ day of _____, 20__.

Signature of Applicant:	Signature of Parent/Guardian: (if applicant is under 18 years)	Signature of Witness:
PRINT NAME CLEARLY	PRINT NAME CLEARLY	PRINT NAME CLEARLY