



**UNITED STATES FENCING ASSOCIATION
AND OMAHA FENCING CLUB
WAIVER AND RELEASE AND ASSUMPTION OF RISK AGREEMENT**

This form must be completed on an annual basis, before participation in any activity of the Omaha Fencing Club. In the case of a minor's participation; the form must be completed by a parent or guardian of the minor, with respect to the minor's participation.

In consideration of _____ ("Named Participant") being permitted to participate in any way in United States Fencing Association and Omaha Fencing Club sponsored activities ("Activities"), I acknowledge the following.

1. I understand the nature of United States Fencing Association and Omaha Fencing Club Activities and believe the Named Participant to be qualified to participate in such Activities.
2. I am aware the Activities are conducted in facilities open to the public during the Activities.
3. I agree and warrant that if at any time during such Activities I believe conditions to be unsafe, I will immediately put an end to further participation in the Activities.
4. **These United States Fencing Association and Omaha Fencing Club Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks").**
5. These Risks may be caused by the Named Participant's own actions, or inactions, the actions or inactions of others participating in the Activities, the condition under which the Activities take place, or the actions or inactions of the Releasees named below.
6. There may also be other risks, dangers, social and economic losses not known to me or not readily foreseeable at this time, and I fully accept and assume all responsibility for such risks and all losses, costs, and damages incurred by the Named Participant, the Named Participants, parents, guardians, heirs, and other defenders as a result of the Named Participant's participation in these Activities.

Knowing this, I hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless the United States Fencing Association and Omaha Fencing Club, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activities takes place (each considered one of the "Releasees") from all liability, claims, demands, losses, or damages on my account, caused or alleged to be caused, in whole or in part, by the actions or inactions of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, or anyone on the Named Participant's behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or costs incurred as the result of any such claim owing from the Named Participant's participation.

I have read this agreement, fully understand it's terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant	Signature	Date
Printed Name of responsible Parent or Guardian	Signature	Date
Printed Name of Witness	Signature	Date