



**2015 / 2016 COLORADO WHEELCHAIR FENCING FOUNDATION
RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING**

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT WITH COLORADO WHEELCHAIR FENCING FOUNDATION INC, A COLORADO NON-PROFIT ("CWFF") FOR 2015 / 2016 WHEELCHAIR FENCING PROGRAMS.

The Participant identified below, if at least 18 years old, or, if participant is younger than 18 or is otherwise a protected person ("Protected Person"), the Protected Person's parent or legal guardian, has read this agreement and has signed it on behalf of him/herself and the Protected Person, if applicable. The adult Participant or the Protected Person's parent or legal guardian will be referred to herein as "Adult", and Adult and the Protected Person are collectively referred to as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the CWFF Activities described below (collectively "Activities", individually an "Activity"). **The Undersigned understand and agree that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.**

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY COLORADO WHEELCHAIR FENCING FOUNDATION EVENT DURING 2015 /2016 SEASON, WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE CWFF'S AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF THE PROTECTED PERSON, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW. UNDERSIGNED UNDERSTAND AND AGREE THAT ASSUMPTIONS OF RISK AND LIMITATIONS OF LIABILITY AS SET FORTH IN COLORADO LAW SHALL APPLY TO EVERY ACTIVITY IN WHICH PARTICIPANT ENGAGES THROUGH OR IN CONNECTION WITH THE CWFF WHETHER INSIDE OR OUTSIDE OF THE STATE OF COLORADO.

Undersigned understand and agree that wheelchair fencing involves certain dangers and risks that can lead to injury and death. Such risks and dangers include, without limitation, dehydration, overexertion, heat related injuries, strains, sprains, bruises, contusions, lacerations, etc.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Protected Person acknowledges the general risks described above and the specific risks associated with the Activities and, as a condition to Participant engaging in the Activities agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against the CWFF, Denver Fencing Center, Public Schools of Denver and the Counties of Arapahoe, Douglas and any other school, all Activity sponsors, operators of events, owners and operators of training and/or Activity venue and owners of professional sports teams affiliated with any Activity, each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents, and equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant while taking part in any Activity, including, but not limited, to those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of the Indemnified Parties. Undersigned agree to pay all costs including reasonable attorneys' fees and disbursements incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

ACTIVITIES:

- 1. Wheelchair Fencing Training Camps**
- 2. Wheelchair Fencing Competitions**

Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities, and that death may even result. Nonetheless and with full knowledge and understanding of the above general and specifically identified risks involved in the various activities, Adult voluntarily elects to, or, if applicable, chooses to allow Protected Person to participate in the Activities. Undersigned understand

and agree that to reduce the risk of injury or death the Participant will wear regulation approved protective headgear at all times while fencing. Undersigned will, to the extent possible, follow carefully all instructions on the safe and proper use of the equipment and will ask questions and request instructions so that the function and proper and safe use of all equipment rented or otherwise made available to Participant is clear to and understood by the Adult Participant or by the parent or legal guardian of the Protected Person so that such may be explained to and, to the extent reasonably possible, understood by the Protected Person before the Activity is undertaken. Undersigned understand and agree that



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protective headgear cannot guarantee the wearers safety nor can protect against all potential head injuries or prevent injury to the face, neck or spinal cord. Undersigned accept for use any equipment provided to Participant "AS IS" and accepts full responsibility for its care and will pay for any loss or damage, other than reasonable wear resulting from its use.

The Undersigned understand, acknowledge and agree that he/she is responsible for determining Participant's medical, physical or other qualifications or suitability for participating in the Activity. The Undersigned authorize any Indemnified Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned understand and agree that upon arrival of medical personnel or, where applicable, Participant's transportation to any such medical facility or hospital that Indemnified Party shall have no further responsibility for Participant. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Indemnified Party for any costs incurred therein, or any claims originating there from. The Undersigned are advised and acknowledge that, before participating in the Activity, Participant should be covered by personal health insurance sufficient to cover any expenses that may result from an injury occurring during or in connection with the Activity.

In consideration for participation in an Activity, Adult agrees for him/herself and on behalf of Protected Person, if applicable, that ALL claims arising from or related to any Activity, including for injury to person or property and/or death shall be GOVERNED BY COLORADO LAW, without regard to conflicts of law principles, and that EXCLUSIVE JURISDICTION shall be in the City and County of Denver or in Federal Court for the District of Colorado. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.

Undersigned give CWFF and Denver Fencing Center permission to take and use photographs, video and audio recordings, or movies of Participant taken during an Activity for any purpose in promoting the CWFF or Denver Fencing Center or related activities of CWFF in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF PROTECTED PERSON AND THAT PROTECTED PERSON WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF PROTECTED PERSON, PROTECTED PERSON WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.**

This Agreement shall be binding upon Undersigned's' assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any portion of this Agreement is held by a court of competent jurisdiction to be unreasonable, contrary to public policy or in any other way to be non-valid or non-binding, only that portion so held shall be held as such, and all other provisions and terms of this Agreement shall remain in effect and continue with the same force as if the invalid or unenforceable provisions and terms had not been inserted in this Agreement.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 201____ .

_____ D.O.B. of Participant ___/___/_____

PRINT Name of Participant

Signature of Participant

PRINT Name of Parent or Legal Guardian, for minors

Signature of Parent or Legal Guardian, for minors