



Release and Waiver of Sabre Activity Liability and Indemnity Agreement

1. Please read this agreement carefully before signing. This document consists of 4 pages.
2. In consideration of being permitted to participate in the Light Sabre Fencing Program indicated below and/or being allowed to enter any restricted area (defined as an area where admission is prohibited to the general public), the adult participant named below.
3. Inspection and Safety: The parent(s) and/or legal guardian(s) will instruct the minor participant to inspect the facilities and equipment to be used in the Light Sabre Fencing activity or event. If the participant finds anything unsafe, they must immediately inform the officials and refuse to participate. The participant agrees to take all necessary precautions to avoid unsafe areas and cease participation if anything is deemed unsafe.
4. Acknowledgement of Risks: I/WE fully understand and acknowledge that:
 - a. (a) Participation in Light Sabre Fencing events and activities carries risks and dangers that could result in bodily injury, disability, paralysis, or death.
 - b. (b) The resulting social and economic losses and damages from these risks could be severe.
 - c. (c) These risks and dangers may arise from the participant's actions or inactions, as well as the actions or inactions of others, including the releases named below.
 - d. (d) There may be other risks not known or reasonably foreseeable at this time.
5. Acceptance of Responsibility: I/WE accept and assume all risks associated with participation in the Light Sabre Fencing program, as well as the responsibility for any losses or damages that may occur due to injury, disability, paralysis, or death. This acceptance applies regardless of whether the negligence of the Releasees named below contributed, in whole or in part, to the incident.
6. Release and Waiver: I/WE HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Light Sabre Fencing facility, including its owners, managers, promoters, lessees of premises, event inspectors, underwriters, consultants, and others involved in risk evaluation or loss control activities related to the Light Sabre Fencing facility or events held there. This release extends to their directors, officers,

agents, and employees. The terms "Releasee" and "Released Parties" refer to all the aforementioned entities. I/WE release them from all liability to me/us, my/our personal representatives, assigns, executors, heirs, and next of kin, for any and all claims, demands, losses, or damages arising from injury, including the death of the participant or damage to property. These claims or demands may be caused, in whole or in part, by the negligence of the Releasees or other factors.

7. Acknowledgement of Danger: I/WE HEREBY acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury, death, and property damage. I/WE also acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
8. Media Release: I/WE give full permission, in perpetuity, for media (including but not limited to audio, photographs, and video) to be taken of me during Light Sabre Fencing program events and used for promotional purposes. I/WE understand that there will be no compensation for such use and I/WE release all claims for any damages resulting from such use.
9. Severability: EACH OF THE UNDERSIGNED agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the Province or State in which the event is conducted. If any portion of this agreement is held invalid, the remaining provisions shall continue in full legal force and effect, notwithstanding the invalidity of any specific provision.
10. Reimbursement and Hold Harmless: On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant, hereby execute this Waiver and Release. In the event that the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) agree to reimburse the Releasee for any money paid to the participant or on their behalf and hold them harmless.
11. Waiver of Claims Against Light Sabre Fencing Group and Games Haven and Management Group: I expressly waive, release, and discharge the Light Sabre Fencing Group and any affiliates, management group, officers, employees, representatives, agents, contractors, or volunteers of the organization (the "Released Parties") from any and all claims for damages or injuries that I or the participant may sustain as a result of participation in Light Sabre Fencing Group activities. I understand that I assume all risks associated with participating in Light Sabre Fencing Group activities and that the Released Parties are not responsible for determining a participant's fitness to participate.
12. By signing below, I acknowledge that I have read and understood the terms of this Release and Waiver of Liability and Indemnity Agreement. I voluntarily agree to be bound by its provisions and agree that it shall be binding upon me, my heirs, executors, and assigns.
13. Acknowledgement of Representations: I understand that the Released Parties have made no representations regarding the results of participating in Light Sabre Fencing Group activities. I further understand that no representations are being made to me

regarding the professional qualifications, standards, equipment, or safety associated with participating in Light Sabre Fencing Group activities.

10. Assumption of Responsibility: I acknowledge that I am responsible for assessing all risks associated with Light Sabre Fencing Group activities, which rests solely with me. I accept sole responsibility for any damages resulting from the failures or negligence of others, and I assume all attendant risks regardless of my ability to foresee and evaluate those risks. I also acknowledge that it is my sole responsibility to be aware of whether a particular activity is an official activity of the Light Sabre Fencing Group, and I am aware that this information is available to me online.

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11. Understanding of Insurance Policies: I understand that it is my sole responsibility to understand the effects and limitations of any insurance policies associated with participating in Light Sabre Fencing Group activities. I am aware that this information is available to me online. I further understand that the accident coverage portion of the Light Sabre Fencing Group insurance policy is secondary to my personal health insurance, and I understand the implications of this. I acknowledge that the Light Sabre Fencing Group accident coverage is contingent upon my possession of primary coverage through my own health insurance policy, and the Light Sabre Fencing Group will not submit a claim if I do not have primary coverage. I also understand that I am responsible for any deductible payments associated with Light Sabre Fencing Group insurance if a claim is submitted on my behalf. I further understand that the submission of any insurance claim is at the sole discretion of the Light Sabre Fencing Group.
12. Liability Coverage: I understand that the liability coverage portion of the Light Sabre Fencing Group insurance policy only covers Individual Members of the Light Sabre Fencing Group who are categorised as Staff. It is my responsibility to know whether I fall into this category. I am aware that this information is kept by the Games Haven (Admin) and Management Group of the Light Sabre Fencing Group, and I know how to contact the Games Haven (Admin) to confirm this information.
13. Broad and Inclusive Agreement: I agree that this waiver and release is intended to be as broad and inclusive as permitted by the law of the Province or State in which the activities are conducted. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
14. Optional Protective Gear: I understand that while instructors may announce requirements for certain protective gear in specific activities, I always have the option and responsibility to add any additional protective gear that I consider necessary or desirable. I further understand that eye protection and other protective gear are available for students to borrow, and it is my responsibility to request and utilise such gear.

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I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.

I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Games Haven: Light Sabre Fencing Group

(PLEASE PRINT ALL INFORMATION CLEARLY)

Print Participant Name:

_____ Print

Signature (adult): _____

Phone: _____

Address: _____

Emergency Number: _____

Allergies or relevant Medical Information: _____

Emergency Contact/Next of Kin Name: _____

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