

The Swing Academy Hills Athletic Fencing Club

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HAFC STUDENT SAFETY WAIVER

STUDENT INFORMATION Name: _____ Date of birth: _____ Male/Female: ____ Medical conditions or health concerns we should be aware of (asthma, ADD/ADHD, etc.): CONTACT INFORMATION * This information is solely for when we need to contact you. We do not disclose any personal information to third parties. Parent/guardian (if student is under 18): _____ Mailing Address: Phone(S): Home: ______ Work: _____ Parents Email: _____ contact (if different from above) Name: ______ Relationship: _____ Daytime phone: _____ Evening phone: _____ PARTICIPATION AGREEMENT I understand that violation of The Swing Academy Pty Ltd rules and guidelines may result in not being able to participate in some or all class activities. I further understand that The Swing Academy Pty Ltd reserves the right to remove a participant from a class if necessary. Student signature: _____ Parent signature: _____

***All classes nonrefundable after the date of the first class.

Release and Waiver of Liability, Assumption of Risk, And Indemnity Agreement ("Agreement").

In consideration of the opportunity to participate in the fencing activities of The Swing Academy (Trading as Hills Athletic Fencing Club), I, the undersigned, for myself, my personal representatives, assigns, heirs and next of kin:

- 1.I attest that I am physically and mentally fit to participate in the art and activity of fencing and voluntarily assume all risks of loss, damage or injury that may be sustained while participating in the activities of the Hills Athletic Fencing Club.
- **2.I** understand that serious accidents can occur during fencing, and that participants can sustain serious personal injuries and/or property damage as a consequence thereof. Knowing the risks of fencing, I nevertheless hereby agree to assume those risks and to release and hold harmless all of the persons and entities mentioned above who, through negligence or carelessness or otherwise, might be liable to me (or my heirs, personal representatives or assigns) for damages.
- **3.**I understand that the Hills Athletic Fencing Club, its owners, officers, directors, instructors and members (collectively "The Swing Academy Pty Ltd") make no representation regarding the safety, suitability, and compliance with industry standards of the fencing equipment owned, used, and made available for use to and by the The Swing Academy for its members and non-members. I hereby specifically release and waive the aforementioned parties from any and all liability arising from and in connection with my use of the Swing Academy equipment.
- **4.**I hereby waive and release any and all claims for damages, for death, personal injury, loss of property or property damage I may have, or that may subsequently accrue to me, as a result of my participation as a member or a non-member in the activities of the The Swing Academy.
- **5.**I discharge and release in advance the The Swing Academy, from any and all liability arising out of or connected in any way with my participation in the activities of the The Swing Academy; including, but not limited to, instruction, training, lessons, bouts and competitions. My participation is voluntary and done at my own risk.
- **6.**I hereby consent to any emergency medical treatment needed. I understand and agree that medical or other services rendered to me by, or at the instance of, any of the persons or entities mentioned above is not an admission of liability to provide or to continue to provide any such services, and is not a waiver by any of the persons or entities mentioned above of any right hereunder.
- 7.If, despite this Agreement, I or anyone on my behalf makes a claim against any of the releases, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney's fees, loss, liability, damages, or costs which they may incur as a result of such claim.
- 8.I agree to accept and abide by the rules and regulations of the NSW Fencing Association ("NSWFA").
- **9.**I agree to conduct myself in a courteous manner while I participate in the activities of the The Swing Academy. I agree to treat other Swing Academy fencers with respect and to observe proper fencing etiquette while on the fencing strip during training, lessons, and/or competitions.
- **10.** I hereby grant the The Swing Academy permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of The Swing Academy and will not be returned.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I
AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF
AND THE SWING ACADEMY AND ITS MEMBERS, AND I HAVE SIGNED IT VOLUNTARILY.

Student/Parent Signature (if Student is younger than 18):	Date:	

Printed Name: