

## **WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in fencing (hereinafter the “Activity”); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I”, or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under eighteen years of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge Escrime d’Acadie, located at 300 Geraldine Drive, Lafayette, Louisiana 70503, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or action of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical treatment, I authorize Escrime d’Acadie to provide all emergency medical care deemed necessary, including but not limited to first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree with all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Escrime d’Acadie official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE ESCRIME D’ACADIE AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ESCRIME D’ACADIE FOR PERSONAL INJURY OR PEROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Escrime d’Acadie, its agents, and employees.

I agree that this Release shall be governed for all purposes by Louisiana Law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

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RELEASEE(S)’S SIGNATURE

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DATE

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PRINT NAME