



## The Ann Arbor Sword Club WAIVER AND INFORMED CONSENT

### Charter

The Ann Arbor Sword Club, LTD., a Michigan Non-Profit Corporation, is devoted to the study, practice, and enjoyment of modern fencing and western martial arts in a congenial atmosphere where everyone is expected to act in a courteous and responsible manner.

### Activities

Members of the Ann Arbor Sword Club practice not only modern fencing with standard equipment and protective clothing, but also historical and theatrical fencing with simulated weapons such as swords, daggers, and pole arms. These latter activities may employ grappling and wrestling techniques. While club members are expected to strive to maintain a safe and enjoyable environment for all participants, the nature of these activities create risks that must be considered.

### Assumption of Risks

There is a risk of injury, both minor and serious, associated with participation in any physical activity. The risks are increased where physical contact or the use of weapons, real or simulated, is involved. Participation in Ann Arbor Sword Club activities includes physical activity, physical contact and the use of simulated weapons.

The risks include, but are not limited to, injury to the head or neck; injury to muscular or skeletal systems; injury to internal or external organs; loss or damage to sight, hearing or teeth; or death. To that end you should understand that the causes of possible injury are many, but among them are:

- Injury due to the nature of the activity: from bodily contact, from slipping, falling, or tripping, regardless of environmental conditions;
- Injury due to training or knowledge issues: lack of or inadequate supervision or instructions in the use of equipment;
- Injury due to defective or broken equipment or simulated weapons; or
- Injury due to a disparity between participants with respect to experience level, strength, height, weight, age, ability or maturity.

### Participant Waiver and Release of Liability

As a pre-condition to being permitted to participate in any activity of the Ann Arbor Sword Club, LTD. (AASC), I have read the above **Assumption of Risks** and I hereby agree to the following Waiver and Release of Liability (Agreement):

**Waiver and Release of Liability:** My participation in AASC activities is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

- I hereby release and hold harmless the AASC, its officers, instructors, members, participants or volunteers (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks, including those caused by the negligent acts or omissions of any or all of the Releasees.
- I recognize the physical exertion involved in AASC activities and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.
- As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the AASC activities.
- This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

This Agreement is subject to the laws of the State of Michigan and should any part of this Agreement be found to be invalid, all other parts shall remain in effect.

I certify that I am 18 years of age or older, that I am legally competent and capable of executing this Agreement on my own behalf (or that I am the Parent or Legal Guardian if the participant is under the age of 18), that I have read and understand this Agreement and have made a conscious decision to sign it of my own free will.

Participant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(If participant is under 18)*