



The Academy of European Swordsmanship™

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

WARNING – by signing this form you give up important legal rights. PLEASE READ CAREFULLY

(MUST print this section)

Name of Participant: _____

Address of Participant: _____

City: _____ Prov: _____ Postal Code: _____

Birth Date: _____ Phone Number: _____

E-mail: _____ Emergency Contact: _____

Relationship: _____ Phone Number: _____

Disclaimer Clause

The Academy of European Swordsmanship, their officers, directors, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives (all hereafter collectively referred to as “the School”), are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the School events, practices, and all related activities, including injury, loss or damage which might be caused by the negligence of the School.

Description of Risks

In consideration of my membership and/or participation in School Activities, I acknowledge that I am aware of the possible RISKS, DANGERS and HAZARDS associated with being a member, including the possible risk of **severe or fatal injury** to myself or others. These risks **include, but are not limited to:**

- a) all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts and/or lacerations, etc. from executing strenuous and demanding physical techniques, collisions with walls or the floor/ground or other objects, contact with other participants and failure in proper execution of techniques, either by myself or my opponent or another School member;
- b) all manner of head, facial, jaw, eye, and/or dental injuries;
- c) all manner of injuries and/or death resulting in or from punctures and lacerations to any part of the body, serious blood loss from sever punctures to any body part, infections as a result of wounds received, imbedded metal shards from blades, fatal stab wound, severe bleeding or haemorrhaging, internal bleeding from a really hard hit, burns (electrical and friction caused), and risks of emotional trauma;
- d) that my risk of injury increases as I become fatigued; and
- e) transmission of diseases in various ways and types from contact with other participants resulting in death, disease or other illnesses;

Initials: _____

Parent's/guardian's initials (if applicable): _____

Release of Liability, Waiver of Claims and Indemnity Agreement:

In consideration of the School allowing me to voluntarily participate in the Cutting Practise Event, I agree as follows:

1. **To waive an and all claims** that I may have or may have in the future against the Schools as a result of my membership/and or participation in the School Activities;
2. **To release the School** from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my membership and/or participation in the School Activities due to any cause whatsoever, including Negligence, breach of Contract, or breach of any Statutory or other Duty of Care, including any Duty of Care Owed under the Occupiers' Liability Act, RSA 1980 C.03 on the part the School.
3. **To Hold Harmless and Indemnify the School** from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my membership and/or participation in the School Activities;
4. **To Hold Harmless and Indemnify the School** in connection with the services and/or incidents/accidents of any train, vessel, carriage, aircraft, bus, privately owned or rented motor vehicle or other conveyance, which may be used during my membership and/or participation in the School Activities. Neither will the School assume any liability for any injury, loss, accident or delay which may be occasioned by reason of any defect in any mode of transportation or through the act, error, neglect, negligence or default of any company or person engaged in conveying the membership to, from or during any of the School Activities.

5. **To Hold Harmless and Indemnify the School** for any cancellation, injury, loss, accident or delay occasioned by the proprietor, employee, or service of any accommodation which may be used during my participation in the School Activities; and
6. **To Hold Harmless and Indemnify the Academy of European Swordsmanship**, their officers, directors, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives from any and all claims, demands, actions and costs which may arise out of my membership and/or participation in the School Activities, even though such claims, demands, actions and costs may have been caused by the negligence of the Academy of European Swordsmanship and/or the director(s) of the Academy of European Swordsmanship.

Initials: _____

Parent's/guardian's initials (if applicable): _____

Intellectual Property

I hereby give my consent that any pictures furnished by me or any pictures taken of me in connection with my participation in the Academy of European Swordsmanship may be used for publicity, promotion of television showing now or in the future, and I waive and forgo my right and entitlement to receive any compensation in regard thereto.

As part of the AES system of learning it is essential that students participate in scholastic activities, including presentations, research, instructional activities, including articles, essays, etc. I hereby grant permission for The Academy of European Swordsmanship, their officers, directors, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives to use these works in whatever manner they see fit in order to promote and further the goals of the Academy of European Swordsmanship and I waive and forgo my right and entitlement to receive any compensation in regard thereto.

Acknowledgement:

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my heirs, executors, administrators and representatives.

Signed this _____ day of _____, 20____ at _____, Alberta

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Witness

If under 18 years of age, the following MUST be signed by a parent/guardian sign as well:

I / we, the parent(s) / guardian(s) of the above hereby acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding upon myself, my heirs, executors, administrators and representatives on behalf of my son / daughter / legal ward.

Signed this _____ day of _____, 20____ at _____, Alberta

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Witness

This agreement must be completed in full (signed, dated, witnessed, and initialled where indicated) before any participant may begin School Activities.