

South Mountain Martial Arts & Fencing LLC

91 Main Street, 3rd Floor, Madison, NJ 07940

southmountainfencing@gmail.com

Agreement and Waiver of Liability

Agreement is needed for each student if multiple children are trying class from one family

Fencer's (Member) Name _____ Gender _____

Birthdate (month/date/year) _____ Age _____

Experience (rating) _____

Prior Club Affiliation & Coach _____

Lesson Name / Number of Group Lessons per week _____

Parent Name (1) _____

Phone (will be used for reference and for emergency contact) _____

Email _____

Home Address (incl City and Zip) _____

Parent Name (2) _____

Phone (will be used for reference and for emergency contact) _____

Email _____

Home Address (if different from above) _____

- This agreement that will in effect for any instances where fencer is on the premises of South Mountain Martial Arts.

I HEREBY WAIVE AND RELEASE South Mountain Martial Arts & Fencing LLC, Dayn DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing Club LLC and Dayn DeRose, including but not limited to coach(es), employees, and volunteers, from liability pertaining to the matters set forth below. I expressly and willingly agree to assume complete responsibility for any known and unanticipated risk of injury that may arise from all activities associated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose, including but not limited to coach(es), employees, and volunteers. On behalf of myself, my heirs, assigns and next of kin, I waive any and all claims for damages, injuries and death to me, my family or my property, that I may have against South Mountain Martial Arts and Fencing LLC and Dayn DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose including but not limited to coach(es), employees, and volunteers.

I acknowledge that the activities I will participate in are inherently dangerous and may cause serious physical or emotional injuries, including but not limited to bodily injury, paralysis, damage to personal property, and/or death. I assume any risk and take full responsibility and waive any and all claims against South Mountain Martial Arts and Fencing LLC and Dayn DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose, including but not limited to coach(es), employees, and volunteers for personal injury (including severe bodily injury), damage to personal property, and death relating to all activities, including but not limited to receiving any and all lessons, using facility and its equipment, practicing and engaging in fencing, and all related activities on or off the South Mountain Martial Arts and Fencing LLC facilities. If I am injured from said activity, I will not hold South Mountain Martial Arts and Fencing LLC and Dayn DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose, including but not limited to coach(es), employees, and volunteers responsible, even if the injuries were caused by negligence on the part of South Mountain Martial Arts and Fencing LLC or Dayn DeRose, or any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose, including but not limited to coach(es), employees, and volunteers.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, and I agree to bear the costs of any uninsured or uninsurable injury or damage myself. I further certify that my minor child and/or I do not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent me or him/her from fully participating in above mentioned activities, and I am willing to assume and bear the costs of all risks that may be created directly or indirectly, by any such condition. I agree that my physician and I are solely responsible for determining my medical fitness, my ability to participate in strenuous physical and mental activities and that South Mountain Martial Arts and Fencing LLC and Dayn

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DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose, including but not limited to coach(es), employees, and volunteers will not participate in any way regarding any determination of physical fitness or ability to participate.

I understand, consent to and authorize, in advance the use of my name, voice, picture, or other likeness, in combination or alone, in any medium, including but not limited to print and digital.

I understand that South Mountain Martial Arts and Fencing LLC and Dayn DeRose, and any other party under or affiliated with South Mountain Martial Arts and Fencing LLC and Dayn DeRose including but not limited to coach(es), employees, and volunteers take no responsibility for personal property and will not be responsible for any personal item of mine which is lost, damaged, or stolen. I agree that I am solely responsible for the use, maintenance, inspection and repair of any and all of my equipment.

“I” REFERS TO MEMBER FENCING STUDENT. IF MEMBER FENCING STUDENT IS A MINOR, PARENT OR GUARDIAN AGREE THAT PARENT OR GUARDIAN HAVE READ AND FULLY AGREE TO THE TERMS OF THIS MEMBERSHIP AGREEMENT AND WAIVER OF LIABILITY. I OR PARENT/GUARDIAN HAVE SIGNED BELOW FREELY AND VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME.

Fencer's Name

Members's Signature or if under 18, Parent/Guardian Signature

Date

Print Full Name

Relationship