



## **Trial Membership Application Waiver**

### **READ BEFORE SIGNING**

In consideration and as a condition of my and/or my minor child's being granted membership in the United States Fencing Association ("USA Fencing") and/or being allowed to participate in any way in USA Fencing and its related events and activities, I acknowledge and agree, on my own behalf and on behalf of any child or other person for whom I am signing this document ("I" or "myself" or "my" being construed hereinafter to include all such persons), as follows:

**SUBMISSION TO RULES:** I agree to abide by the current rules of USA Fencing as set forth in, among other things, the Bylaws, Rules of Competition, Athlete Handbook, Operations Manual, USA Fencing Safe Sport Policy, USOC Safe Sport Code (including the Practices and Procedures and Supplementary Rules appended thereto) and USADA Rules, all as now constituted and as may be amended from time to time.

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY:** I acknowledge and agree as follows:

1. The risks of injury from the activities involved in the sport of fencing and related activities are significant, including the potential for serious injury, disability or death, and while particular skills, equipment, and personal discipline may reduce those risks, the risks may continue to exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, whether known or unknown, apparent or latent, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) or others, and assume full responsibility for my participation; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS USA FENCING, and all affiliated sections, divisions, clubs, host organizations, officers, directors, athletes, referees, coaches, volunteers, officials, club members, individual members, agents, employees, contractors, participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners or lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ALLEGING OR ARISING FROM ANY PERSONAL INJURY, DISABILITY, DEATH, or loss or damage to person or property, that may occur or has occurred, in connection with the sport of fencing or related activities, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASEES, to the fullest extent permitted by law.

**CONSENT FOR MEDICAL TREATMENT:** This is to certify that I give my written consent to the USA Fencing and its representatives for myself and/or any person for whom I am signing this document to obtain medical care from any licensed physician, athletic trainer, hospital or clinic for any injury or illness that may arise during fencing and related activities.

**CHOICE OF LAW:** The foregoing agreement, consent, waiver and release shall be governed, interpreted and construed according to the law of the State of Colorado, without reference to choice of law principles.

**ARBITRATION:**

Except as set forth in the USA Fencing Safe Sport Policy and USOC Safe Sport Code (including the Practices and Procedures and Supplementary Rules appended thereto), any controversy or claim arising from or relating to my membership or participation, or my minor child's membership or participation, in USA Fencing, including but not limited to any matter arising from or relating to (i) qualification or selection for, or competition in, any fencing event, whether staged under the auspices of USA Fencing, the FIE, the USOC, the IOC or some other fencing administrative body, (ii) qualification or selection for, or activities as, a coach, referee or other official at any such fencing event; or (iii) compliance with or violation of any rule, regulation, policy, practice, bylaw, statute or common law, of USA Fencing, FIE, USOC or IOC, or of any national, state, provincial or local governing or administrative body, including any issue concerning compliance by USA Fencing or by any officer, director, employee, agent, attorney, referee, official, club member, individual member, committee member or volunteer of USA Fencing, including but not limited to any matter arising from or relating to allegations of damage to property or injury to person, shall to the fullest extent permitted by law be settled by arbitration, provided, however, that prior to the commencement of any such arbitration, any and all available administrative procedures and remedies of USA Fencing, FIE, USOC, IOC or applicable sports, governmental or administrative body shall have been exhausted.

Any arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Colorado and the United States, and it shall be conducted in Colorado Springs, Colorado. The arbitrator(s) will have no authority or jurisdiction to award consequential, punitive or exemplary damages, and any demand for such damages shall be a nullity. Except as may be required by law or as reasonably required to enforce or appeal from an arbitration award or as noted above, arbitration proceedings shall be kept confidential, and neither a party, an attorney for a party, a witness, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder to a non-party without the prior written consent of all parties.