

# PORTLAND FENCING CENTER

1037 Forest Avenue Portland Maine 04103 207.808.8160

The activities at Portland Fencing Center include, but are not limited to, group classes, private instruction, semi-private instruction, summer camp, and seminars, all of which may be held on site or at an off-site location in certain circumstances, and all of which are suitable for those with fencing experience, as well as those with absolutely no fencing experience, though *caution is necessary at all times*. These activities provide an opportunity for improved physical fitness, vigorous exercise, group competition, improved agility and balance, recreation, and other benefits. Fencing is an inherently dangerous activity. Fencing's exertion level can range from moderate to very vigorous.

Portland Fencing Center regards your safety and the safety of others as a top priority. However, regardless of the care taken to avoid injuries, some risks are inherent in the activity and cannot be eliminated. These inherent risks include, but are not limited to, falls, bruises, scrapes, and muscle soreness.

Serious injuries are less common, but do occur occasionally. They include, but are not limited to, sprained ankles, broken bones, knee injuries, shoulder injuries, back sprains, neck sprains, and a chipped or broken tooth. Catastrophic injuries are extremely rare; however, Portland Fencing Center wants you to be aware of this remote possibility. These injuries include, but are not limited to, permanent disabilities, spinal injuries, paralysis, and even death.

Inherent risks also include unexpected equipment failure, unknown facility hazards, careless behavior by you or other participants, errors in judgment by a Portland Fencing Center employee and/or volunteer, and injuries caused by negligence on the part of Portland Fencing Center, its employees, you or other participants.

## **Assumption of Inherent Risks**

I understand that the inherent risks of fencing activities are serious and that some of these activities involve dangers regardless of the care taken by Portland Fencing Center. I realize that Portland Fencing Center activities require some degree of skill, coordination and physical fitness.

I have read the previous paragraphs and:

- 1) I understand the nature of Portland Fencing Center activities; and,
- 2) I understand the demands of those activities relative to my physical condition and skill level; and,
- 3) I appreciate the types of injuries that may occur as a result of such activities. I hereby assert that my, and, if applicable, my child's or ward's, participation at Portland Fencing Center is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself and, if applicable, my child or ward.

## **Waiver of Liability for Ordinary Negligence of Portland Fencing Center**

In consideration of permission to use the property, facilities, equipment, and all services and activities of Portland Fencing Center, today and on all future dates, and whether on site or off, I (on behalf of myself, my child or ward, my spouse, heirs, personal representatives, my estate, my parents and assigns –referred to hereafter as "RELEASING PARTIES") do hereby waive, release, discharge and covenant not to

sue Portland Fencing Center and/or its owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, assigns, and equipment suppliers --referred to hereafter as "PROTECTED PARTIES") from liability from any and all claims arising from the use of the Portland Fencing Center's facilities including any injury resulting from the ordinary negligence of the PROTECTED PARTIES.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Portland Fencing Center's activities (including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; individual use of facilities, equipment, and all premises, stairs, associated sidewalks and parking lots), to 2) any and all claims resulting from the damage to, loss of, or theft of property, and to 3) consequential and other damages, such as but not limited to your inability to work, resulting from any injury or loss.

### **Indemnification**

I, on behalf of myself and, if applicable, my child or ward, also agree to hold harmless, defend, and indemnify Portland Fencing Center (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims of the **RELEASING PARTIES** arising from my and, if applicable, my child's or ward's, death, injury, or loss due to involvement in Portland Fencing Center activities (including those arising from the inherent risks of the activity or the ordinary negligence of **PROTECTED PARTIES**.)

I, on behalf of myself and, if applicable, my child or ward, further agree to hold harmless, defend, and indemnify Portland Fencing Center and **PROTECTED PARTIES** (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) against any and all claims of other participants, rescuers, and others arising from my and, if applicable, my child's or ward's, conduct in the course of using the Portland Fencing Center facilities.

### **Clarifying Clauses**

I, on behalf of myself and, if applicable, my child or ward, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and, if applicable, my child or ward, and Portland Fencing Center and cannot be modified or changed in any way by representations or statements by any agent or employee of Portland Fencing Center.

I, on behalf of myself and, if applicable, my child or ward, further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, on behalf of myself and, if applicable, my child or ward, agree that if any dispute shall arise from this Agreement or from my or my child's or ward's use of the Portland Fencing Center facilities, I and, if applicable, my child or ward, shall first engage in good faith efforts to mediate the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I, on behalf of myself and, if applicable, my child or ward, agree that all disputes, controversies, or claims arising out of this Agreement or use of Portland Fencing Center facilities shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of

the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.

I, on behalf of myself and, if applicable, my child or ward, also understand that if legal action is brought, the appropriate trial court for the county of Cumberland in the State of Maine has the sole and exclusive jurisdiction and that only the substantive laws of the State of Maine shall apply.

### **Acknowledgements to Promote Safety**

These acknowledgements aid Portland Fencing Center in providing for your safety.

### **Health Status**

I, on behalf of myself and, if applicable, my child or ward, assert that I and, if applicable, my child or ward, possess sufficient physical fitness and coordination to enable safe participation in Portland Fencing Center activities. I and, if applicable, my child or ward, assume the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure). I and, if applicable, my child or ward, will cease activity if there is discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

### **Emergency Care**

I, on behalf of myself and, if applicable, my child or ward, assert that Portland Fencing Center can administer emergency first aid, CPR, and use an AED if deemed necessary.

Portland Fencing Center can secure emergency medical care or transportation (i.e., EMS) if deemed necessary. I assume all costs of emergency medical care and transportation.

### **Rules & Safety**

I, on behalf of myself and, if applicable, my child or ward, agree to abide by all safety-related rules while participating, to attempt only activities that each feels capable of performing safely, to inform Portland Fencing Center immediately if I and, if applicable, my child or ward, see conduct or a facility condition that endangers others.

I and, if applicable, my child or ward, understand the importance of safety rules and safety equipment. Portland Fencing Center has the authority to terminate participation if it is deemed a danger to you or others.

### **Acknowledgment of Understanding**

I have read this Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my rights, the rights of my child or ward, if applicable, and the rights of any **RELEASING PARTY** to sue for damages in the event of death, injury or loss. I further acknowledge that I, on behalf of myself and, if applicable, my child or ward, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity or ordinary negligence by the **PROTECTED PARTIES**, to the greatest extent allowed by law of the State of Maine.

**Signature page to follow**

**Contact information**

\_\_\_\_\_  
**Parent or Legal Guardians Name**

\_\_\_\_\_  
**Fencer's Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Fencer's Birth Year**

\_\_\_\_\_  
**City, State Zip**

\_\_\_\_\_  
**Would you all Portland Fencing Center  
to use images or video to promote  
fencing on website and social media.**

\_\_\_\_\_  
**Contact Phone #**

\_\_\_\_\_  
**Please list any medical conditions or  
physical conditions that might prevent  
full participation or which should be  
brought to instructors attention.**

\_\_\_\_\_  
**Billing Email Address**

\_\_\_\_\_  
**Class day and time**

**Waiver must be signed by parent and minor**

\_\_\_\_\_  
**Print Name (Parent or Legal Guardian if participant  
Is under 18 years of age)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature (Parent or Legal Guardian if participant  
Is under 18 years of age)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name (Participant)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature (Participant)**

\_\_\_\_\_  
**Date**