



# Charlottesville Fencing Alliance

1731 Allied St.

Charlottesville, VA 22903

[www.fencingalliance.org](http://www.fencingalliance.org)



This waiver is considered legally binding between the Charlottesville Fencing Alliance (hereafter CFA) and \_\_\_\_\_ (name of fencer) or \_\_\_\_\_ (name of parent or legal guardian if fencer is less than eighteen years of age). This waiver is in effect for the duration of your participation in the CFA. The CFA provides open fencing and training in the sport of fencing.

### Legal Notices: Before you sign, please read. This is a legally binding contract.

1. You represent that the above-mentioned fencer is in good physical condition and has no physical or mental health problem that will preclude participation in fencing activities. Specifically, you represent that the above-mentioned fencer has no underlying cardiovascular, neurological or any other illness that will prevent or inhibit participation in fencing activities.
2. The CFA represents that its officers are trained in the sport of fencing. CFA represents that its officers have no expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of specified exercise on said medical condition. You fully understand and agree that in participating in any fencing program there is the possibility of accident, injury, disability or death. You agree to assume these risks and release and discharge the officers, operators, the United States Fencing Association, and sponsors of the premises, activities, etc. and their respective servants, agents, officers and all other participants in the stated activity of and from all claims, demands, actions, and causes of action of any sort, for injuries sustained to the fencer's person and/or property during the fencer's presence on the premises and participation in the stated activities.
3. You give consent to the CFA and its representatives to obtain medical care at your expense from any licensed physician, hospital, or clinic for you and/or the above-mentioned student for any injury or illness that may arise during activities associated with the CFA.
4. You agree to be bound by the CFA's equipment, facility, and safety rules.
5. You agree to pay a charge of \$35 for any checks written in payment to the CFA that are returned due to insufficient funds.
6. The laws of the Commonwealth of Virginia will govern this contract. If any portion of this contract is held invalid or unenforceable, the remaining portions of the contract shall remain in full force and effect.

### Photography/Video Release

I give my permission for the CFA to photograph/video \_\_\_\_\_ (name of fencer) while fencing and before or after fencing at either the CFA or a tournament/demonstration site. Please initial the following uses that you agree to.

\_\_\_\_\_ The CFA may use images/video of the above-specified individual **anonymously** in electronic or print media. Use may include, but is not limited to, the CFA website, photographs displayed at the CFA, and promotion of the CFA in both electronic and print media.

\_\_\_\_\_ The CFA may use images/video of the above-specified individual **non-anonymously** in electronic or print media. Use may include, but is not limited to, the CFA website, photographs displayed at the CFA, and promotion of the CFA in both electronic and print media.

\_\_\_\_\_ The CFA **may not** use images/video of the above-specified individual.

The CFA or its contractors will retain copyright, although CFA use will be determined by the considerations above. Images will not be distributed or sold by the CFA to outside interests.

I hereby release and discharge the CFA and the photographer or photographic contractors from all and any claims and demands ensuing from or in connection with the use or acquisition of the photographs, including any and all claims for libel and invasion of privacy. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of the photographer as well as the person(s) for whom he/she took the photographs.

Printed Name  
(must be parent/legal guardian if fencer is under 18 years): \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Minor's Name (if applicable): \_\_\_\_\_

Fencer's Age: \_\_\_\_\_

Date of Form: September 6, 2011