

Mid-South Fencers' Academy Pre-Registration and Liability Release

September 2017 - June 2018

_____/_____/_____
Name of Participant Sex Age DOB

I am attempting to register this participant for:

Class Day _____ Class Time _____

Class Frequency: Once per Week - \$110 Twice per Week - \$165

I understand that on or before the first class I will need to provide a credit or debit card on file to set up a recurring auto-payment and be measured for a glove. If the class above is full, I understand I will be contacted to find an alternative class or to cancel my pre-registration. I will set up my account now, online, in which my first month's payment will be processed when this form is received, OR have my card swiped at the front desk when participant is measured for their glove. [Online system link.](#)

Parent/Responsible Party Information:

Name: _____ Phone _____

Primary

Address: _____

Street City State Zip Code

Primary Email: _____

Primary Emergency Contact (1st person to be contacted in an emergency)

Name Relationship Emergency Phone

Secondary Emergency Contact (2nd person to be contacted in an emergency)

Name Relationship Emergency Phone

Known Medical Condition(s) we should be aware of:

Payment Policies: Mid-South Academy classes run from September until June and are paid via automatic monthly payments using MindBody Online. All financially responsible persons should be familiar with their account and login information. Responsible parties are expected to keep a valid credit or debit card on file at all times. We reserve the right to stop providing services if payments are not current.

I (we) agree to the above agreement and understand we have financial responsibility to Mid-South Fencers' Club, Inc. from September 1st through June 30th. I(we) agree to authorize charges on the 1st of the month via automatic electronic payment using my credit or debit card. I accept the terms and conditions of the service as outlined above and understand I can cancel the service or put the service on hold at by notifying Mid-South Fencers' Club Inc. before the 1st of the month.

Financially Responsible Person Printed Name Date

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Waiver and Release of Liability from Mid-South Fencers' Club Inc.

Participant's Name (Please Print) _____

Important, Please Read Carefully. This document affects your legal rights. It must be signed by you, the Participant, or if a minor, your parent or legal guardian, if you are participating in activities offered by Mid South Fencers' Club, Inc. (the "Club"). The parent or guardian agrees to these terms individually and on behalf of the minor. Only the parent or legally appointed guardian may sign for a minor. In consideration of the opportunity to participate in activities offered by the Club, or to use equipment provided or made available by the Club, Participant, and the parent or guardian of a minor Participant, understand, acknowledge and agree as follows:

The services of the Club include instruction in the sport of fencing, providing certain facilities and equipment for fencing, group outings, and general athletic and training activities. The Club may also from time-to-time offer transportation and lodging to events or activities to Participants.

Fencing is a combat sport requiring good athletic conditioning. Participant acknowledges and understands that the activities may be dangerous and may include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Such risks include the actions of other participants, which cannot be controlled by the Club.

Participant accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. The Club and its coaches have no obligation to verify the fencer's physical condition to engage in fencing; rather that obligation rests with the Participant and the Participant's parents or guardians (if applicable). Acknowledgement, Assumption of the Risks and Release As an adult Participant, or as the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor Participant for whom I am signing, as follows: I understand the nature of the services and activities and their risks. I acknowledge and expressly assume all risks of activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, which I (or a minor child for whom I sign) may suffer, arising in whole or in part out of such activities.

I release the Club, its employees, contractors, volunteers, directors and owners (collectively and individually the "Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of the Club or the use of the facilities and equipment. Neither I, the minor child, nor anyone acting on our behalf (individually or collectively) will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any activities of the Club, anyone providing assistance, a member of my, or the minor child's family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of the Club or the use of its facilities or equipment.

The agreements of this release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant individually and on behalf of the minor for whom I sign. I authorize the Club to provide or obtain for me, or the minor child for whom I sign, such medical care as the Club considers necessary or appropriate, and I agree to pay for all costs associated with such care and related transportation.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in

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writing. I understand that it is binding to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, assigns, administrators, wards, minor children and other family members.

In addition, in consideration of my participation in the sponsored activities of the USFA Fencing Association, I acknowledge, agree to and understand that: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a fencing event. I further agree on behalf of myself, my heirs, and personal representative, that USA Fencing, the host organization and sponsors of any USA Fencing sanctioned event, along with the coaches, volunteers, employees, agents, officers and directors of the these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the events, or as a results of equipment that may have been provided to me for these activities.

_____ Signature (Participant if over 18) and Date _____

_____ Signature (Parent or Guardian) and Date _____

	Monday	Tuesday	Wednesday	Saturday	<i>*denotes morning class</i>	
					<i>Monthly Rate</i>	
YOUTH CLASSES (ages 7-18)					<i>1 Class/week</i>	<i>2/week</i>
Academy Saber Ages 7-10	5:00-6:30		4:30-6:00		\$110	\$165
Academy Saber Ages 9-13		4:30-6:00	6:00-7:30	1:00-2:30	\$110	\$165
Academy Saber Ages 12-18				10:00-noon*	\$110	\$165
Homeschool Academy Ages 10-18			1:00-2:30		\$110	\$165

Please mail and return all 3 sheets completed to:

Mid-South Fencers' Club, Inc.

125 N. Gregson Street

Durham, NC 27701

You will receive an email confirming the status of your pre-registration. Registration is fully confirmed when fencer's [MindBody Online Account](#) has been established with automatic billing information and glove measurements have been confirmed.

For questions email: info@midsouthfencersclub.org

Club Phone Number: 919-286-3100

Coach Jen Cell: 919-308-0800

Coach Jeff Cell: 919-800-7886