

AUSTIN FENCING ACADEMY LLC

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, the undersigned participant, or the parent or legal guardian of the minor participant identified below, acknowledge that I have been or will be permitted to participate in fencing classes and or activities, including instruction, training, sparring, conditioning, open fencing, camps, clinics, demonstrations, competitions, and related activities (collectively, the "Activity") provided by Austin Fencing Academy LLC ("AFA"), based upon my execution of this Release and Waiver of Liability and Indemnification Agreement (this "Release") and my consent hereto.

ACKNOWLEDGMENT AND UNDERSTANDING OF RISKS. I acknowledge that the Activity involves physical contact and inherent risks of injury and property damage, including, without limitation, cuts, bruises, broken bones, head injury, trauma, pain, suffering, permanent disability, paralysis, or death, and severe social and economic loss. Such Harm may be caused by my own acts or omissions, the acts or omissions of other participants, AFA, co sponsors, volunteers, property owners, or by the condition of the premises, facilities, or equipment. Protective equipment may not prevent all Harm.

VOLUNTARY ASSUMPTION OF RISK AND PERSONAL RESPONSIBILITY. I HEREBY VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF HARM, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THE ACTIVITY, INCLUDING HARM CAUSED BY OR RELATED TO THE ACTS, OMISSIONS, OR NEGLIGENCE OF MYSELF, OTHER PARTICIPANTS, AFA, CO SPONSORS, AND PROPERTY OWNERS, AND THEIR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AND VOLUNTEERS.

REPRESENTATION OF PHYSICAL CONDITION. I certify that I am in good physical and mental condition and have no disease, injury, or condition that would impair my ability to safely participate. I understand that I am responsible for evaluating my own physical condition and ability to participate.

INSPECTION AND REFUSAL TO PARTICIPATE. Prior to participation, I will inspect equipment, premises, and facilities. If anything is unsafe or beyond my capability, I will immediately advise AFA and refuse to participate. Participation despite such belief is at my own risk.

MEDICAL AUTHORIZATION AND FINANCIAL RESPONSIBILITY. I authorize emergency medical treatment if necessary and acknowledge that AFA does not provide medical, health, or accident insurance. I accept responsibility for all related expenses.

RELEASE, WAIVER, AND INDEMNIFICATION. FOR MYSELF, MY HEIRS, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I WAIVE, RELEASE, ABSOLVE, INDEMNIFY, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS AUSTIN FENCING ACADEMY LLC, OTHER PARTICIPANTS, PROPERTY OWNERS, AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE ACTIVITY.

GOVERNING LAW AND ACKNOWLEDGMENT. This Release is governed by Texas law. I acknowledge that I have read and fully understand this Release, that I am giving up substantial rights, and that I voluntarily sign it without coercion.

MINOR PARTICIPANT - PARENT OR LEGAL GUARDIAN CONSENT

If the participant is a minor, the undersigned certifies that he or she is the custodial parent or legal guardian of the minor participant and agrees, on his or her own behalf and on behalf of the minor, to the terms of this Release.

PHOTO AND VIDEO RELEASE

I grant Austin Fencing Academy LLC the irrevocable right to photograph and record me or my child during participation in AFA activities and to use such media for promotional, educational, or marketing purposes without compensation. All media remains the property of AFA. I waive any right to inspect or approve the finished product and release AFA from claims related to the use of such media. This authorization may be revoked in writing except to the extent already relied upon.