WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

California

IMPORTANT: THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING CERTAIN CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF BIDA FENCING ACADEMY AND THE OTHER RELEASED PARTIES. READ CAREFULLY.

Participant Full Name: _____

Date of Birth: _____

Parent/Legal Guardian (if minor): _____

1. Covered Activities

This Agreement applies to all fencing and related activities offered, hosted, organized, supervised, or facilitated by Bida Fencing Academy, Inc. ("BFA"), whether at BFA or another location. These activities include classes, private lessons, open fencing, drills, sparring, conditioning, camps, clinics, competitions, strip coaching, equipment use, team events, and presence in training, spectator, common, parking, or event areas (collectively, "Academy Activities").

2. Assumption of Risk

I understand that fencing is a combat sport involving metal weapons, rapid movement, physical contact, athletic exertion, protective equipment, electrical scoring systems, and unpredictable actions by other persons. Serious injury may occur even when rules, supervision, and protective equipment are used.

- Risks include puncture wounds, cuts, bruises, fractures, dislocations, concussions, head, eye, dental, spinal, muscular, joint, and overuse injuries; slips, falls, collisions, equipment penetration, breakage or failure; electrical or reel hazards; communicable disease; permanent disability; and death.
- Risks may arise from the Participant's condition or conduct, the actions or omissions of coaches, opponents, training partners, spectators, staff, volunteers, or third parties, ordinary negligence, instruction or supervision, equipment condition or misuse, facility conditions, travel, competitions, and delayed emergency care.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, KNOWN OR UNKNOWN, INCLUDING RISKS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW.

3. Waiver and Release of Liability

In consideration for being permitted to participate in Academy Activities, I waive, release, and discharge Bida Fencing Academy, Inc. and its owners, directors, officers, coaches, employees, contractors, volunteers, agents, insurers, landlords, facility operators, event partners, affiliated organizations, successors, and representatives (collectively, the "Released Parties") from all claims, demands, damages, losses, liabilities, or causes of action arising from injury, illness, property damage, disability, or death related to Academy Activities, including claims based in whole or in part on the ordinary negligence of a Released Party.

This Agreement does not waive liability for gross negligence, reckless misconduct, intentional wrongdoing, sexual abuse or misconduct, or any liability that cannot legally be waived.

Signer Initials — Assumption of Risk and Release of Ordinary Negligence Claims: _____

4. Participant Health and Safety

I represent that the Participant is able to participate safely, except for conditions disclosed below. I will promptly inform BFA of relevant injuries, medical restrictions, allergies, medications, or changes in health. The Participant will stop and notify staff after a suspected concussion, head impact, serious pain, breathing difficulty, uncontrolled bleeding, equipment penetration, or other potentially serious event. BFA may remove the Participant from activity and require medical clearance before return.

5. Equipment and Facility Responsibility

I understand that fencing equipment reduces but does not eliminate risk. I am responsible for ensuring that the Participant uses properly fitted, safe, and serviceable equipment. BFA may inspect or reject equipment, but inspection is not a guarantee of safety. I assume risks associated with equipment defect, breakage, penetration, misuse, improper fit, wear, maintenance, scoring systems, strips, cords, reels, surfaces, congested areas, and other facility conditions.

6. Rules and Conduct

The Participant and accompanying persons must follow BFA rules, staff instructions, USA Fencing requirements, applicable SafeSport requirements, and all safety restrictions. BFA prohibits violence, harassment, bullying, threats, sexual misconduct, substance impairment, unauthorized weapons, unsafe use of fencing weapons, and abusive or dangerously disruptive conduct. BFA may remove, suspend, or terminate participation and may report conduct to appropriate authorities or governing bodies.

7. Indemnification and Property Damage

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from third-party claims, losses, damages, and reasonable legal expenses arising from my conduct or the Participant's conduct, failure to follow rules or safety instructions, injury or damage caused to another person, or damage to equipment or property. This obligation does not apply to the extent a claim is caused by a Released Party's gross negligence, reckless misconduct, or intentional wrongdoing.

8. Emergency Medical Authorization

I authorize BFA personnel to provide basic first aid, contact emergency services, use an automated external defibrillator when reasonably indicated, and arrange emergency evaluation or transportation if reasonably necessary. BFA personnel are not acting as medical professionals unless specifically qualified. I accept responsibility for resulting medical costs, except to the extent another person or entity is legally responsible.

Emergency Contact Name:	
Emergency Contact Phone:	
Medical Conditions / Allergies:	

9. Insurance and Communicable Disease

I understand that BFA does not provide medical insurance for participants. I am responsible for maintaining any coverage I consider appropriate. I also acknowledge and voluntarily assume the risk of exposure to communicable illnesses in shared athletic environments.

10. Parents, Spectators, Personal Property, and Travel

Parents, guardians, guests, and spectators enter and remain in Academy and event areas at their own risk and must follow staff instructions. Children who are not participating remain the responsibility of their accompanying adult. BFA is not responsible for

loss, theft, or damage to personal property except where liability cannot legally be waived. Unless BFA expressly arranges transportation in writing, travel and carpools are the responsibility of the Participant or family.

11. Media Consent

Please select one. Declining promotional use will not affect participation.

☐ **I CONSENT** to BFA using identifiable photographs or videos of the Participant for Academy educational, informational, and promotional purposes.

☐ **I DO NOT CONSENT** to public promotional use of identifiable photographs or videos of the Participant.

Regardless of the selection above, BFA may use internal video, photography, security footage, or documentation for coaching, safety, administration, incident review, safeguarding, insurance, or legal purposes, as permitted by law.

Parent / Guardian Initials: _____

12. Privacy

BFA may collect, use, store, and disclose personal information reasonably necessary for enrollment, billing, communication, safety, emergency response, coaching, competition registration, safeguarding, regulatory compliance, insurance, and legal purposes, in accordance with applicable law and BFA policies.

13. Dispute Resolution, Governing Law, and Severability

This Agreement is governed by California law. To the extent permitted by law, any dispute arising from this Agreement or Academy Activities shall be resolved through binding individual arbitration in Santa Clara County, California, rather than through a jury trial, except for eligible small-claims matters or rights that cannot legally be waived.

If any provision is found unenforceable, it shall be limited or severed only to the minimum extent necessary, and the remaining provisions shall remain effective.

Signer Initials — Arbitration and Jury-Trial Waiver: _____

14. Minor Participants

If the Participant is under 18, I certify that I am the Participant's parent or legal guardian and have legal authority to sign this Agreement. I consent to the minor Participant's participation, agree to this Agreement in my own capacity, and agree on behalf of the minor Participant to the fullest extent permitted by law.

Nothing in this Agreement waives any right of a minor that cannot legally be waived.

15. Acknowledgment

I confirm that I have read this Agreement, understand its legal effect, and understand that fencing may cause serious injury, permanent disability, or death. I voluntarily assume the risks described above and understand that I am releasing substantial legal rights, including certain claims based on ordinary negligence.

I confirm that I have had the opportunity to ask questions and seek independent legal advice before signing.

Participant Full Name: _____

Participant Signature, if age 18 or older: _____

Parent / Legal Guardian Full Name, if Participant is a minor:_____

Parent / Legal Guardian Signature: _____

Date: _____