Buffalo Historical Fencing

Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant Name: _____

Date of Birth: _____ **Date:** _____

1. Nature of the Activity — Instruction in Historical European Martial Arts

I am voluntarily enrolling in **instruction, coaching, and training** in Historical European Martial Arts ("HEMA") offered by **Buffalo Historical Fencing** ("the Club"). I understand that any dues, fees, or other amounts I pay are consideration for **instruction and training**, and are **not** an admission fee or a fee for the use of any facility.

I understand HEMA instruction and training includes, without limitation: solo and partnered drilling; technical instruction; slow work; controlled and competitive sparring ("free-play"); the use of steel, synthetic, and wooden training weapons; the use of protective equipment; physical conditioning; and, at my election, participation in tournaments, demonstrations, and events.

2. Assumption of Inherent Risks

I understand and acknowledge that HEMA is a **physically demanding combat sport involving simulated armed combat**, and that it carries **inherent risks of injury that cannot be eliminated** regardless of the care taken by the Club, its instructors, its officers, or its members. I have been informed of and expressly assume these risks, which include but are not limited to:

- Bruises, contusions, welts, abrasions, lacerations, and puncture wounds
- Sprains, strains, dislocations, torn ligaments and tendons
- Broken bones and fractures, including of the hands, fingers, wrists, ribs, and skull
- Concussion, traumatic brain injury, and injury to the neck and spine
- Eye injury, dental injury, and injury to the face and head
- Injury from equipment failure, including the breakage of weapons and the failure of protective gear
- Heat illness, exhaustion, cardiac events, and other medical emergencies
- Injury caused by the act, omission, inexperience, error, misjudgment, or negligence of **other participants**
- **Permanent disability, paralysis, and death**

I acknowledge that these risks are **inherent to the activity**, that I am participating **voluntarily and with full knowledge of them**, and that I **freely and expressly assume them**.

3. Physical Condition and Fitness

I represent that I am physically fit and have no medical condition that would prevent my safe participation. I have disclosed any relevant condition below. **I understand that I am responsible for maintaining my own primary health insurance**, and that any secondary medical coverage available through the HEMA Alliance applies only after my own primary insurance. I agree to immediately notify an instructor of any injury or medical condition arising during participation.

Relevant medical conditions, allergies, or medications:

_____

_____

4. Rules, Safety Policy, and Equipment

I agree to comply at all times with:

- The **HEMA Alliance Safety Policy**
- The Club's rules, code of conduct, and the directions of the session organizer and instructors
- All minimum protective-equipment requirements for each activity

I understand that **I may be removed from an activity, or from the Club, for failure to comply**, and that participating outside these rules may **void insurance coverage** for any resulting injury. I am responsible for inspecting my own equipment before each session and for ensuring it is in safe, serviceable condition, free of burrs, cracks, and rust.

5. Release and Waiver

To the fullest extent permitted by New York law, I **release, waive, and discharge** the Club, its officers, directors, instructors, session organizers, members, volunteers, and agents, and the owners and lessors of any premises used by the Club (collectively, "Released Parties"), from any and all claims, demands, or causes of action arising out of my participation, **including claims arising from the ordinary negligence of the Released Parties**, to the extent such a release is permitted by law.

I understand and agree that **this release does not extend to gross negligence, recklessness, willful or wanton misconduct, or intentional acts**, and that nothing in this agreement is intended to release any claim that may not be released as a matter of New York law.

I further understand that **if any provision of this agreement is held void or unenforceable, the remaining provisions shall remain in full force and effect**, and that the acknowledgments in Sections 2, 3, and 4 above shall in any event stand as evidence of my knowledge of and voluntary assumption of the risks of this activity.

6. Indemnification

I agree to indemnify and hold harmless the Released Parties from any claim brought by a third party arising out of **my own** conduct or negligence during Club activities.

7. Emergency Medical Authorization

In the event of injury, I authorize the Club to arrange emergency medical treatment on my behalf, and I accept financial responsibility for the cost of such treatment.

Emergency Contact: _____ **Phone:** _____

Relationship: _____

Health insurance carrier & policy #: _____

8. Photography and Media *(optional — initial to consent)*

_____ I consent to the Club photographing, recording, and using my likeness in Club promotional materials, website, and social media, without compensation.

_____ I do **not** consent.

9. Governing Law

This agreement is governed by the laws of the State of New York. Any dispute shall be brought in the state courts located in **Erie County**, New York.

10. Acknowledgment

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I UNDERSTAND THAT HEMA CARRIES A RISK OF SERIOUS INJURY OR DEATH. I SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature: _____ **Date:** _____

Print Name: _____

Witness (Club Representative): _____ **Date:** _____