

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Lightspeed-saber fencing (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Lightspeed Saber League, located at 12601 Nutwood St, Garden Grove, California 92840, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned activity and i am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, i assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during this activity.

I agree to indemnify and hold harmless Lightspeed Saber League against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Lightspeed Saber League incurs any of these types of expenses, I agree to reimburse Lightspeed Saber League.

I acknowledge that Lightspeed Saber League and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Lightspeed Saber League.

I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge lightspeed saber league and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against lightspeed saber league for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Lightspeed Saber League, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Lightspeed-saber fencing is a contact sport and thus is never 100% safe. I acknowledge that participating entails a high likelihood of being hit by a rigid object that may cause pain and leave bruises or welts on my body, and cause damage to my personal property. Lightspeed-saber fencing may test my personal stamina, strength, and agility, for which I may experience injury, soreness, dehydration, or fatigue. By signing this document, I acknowledge all the aforementioned risks and choose to participate.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. It is agreed between Lightspeed Saber League and all relevant parties that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person:

Emergency Contact

Contact Relationship

Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's signature: _____ Date: _____

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of the participant named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Guardian's name: _____ Relationship: _____

Guardian's signature: _____ Date: _____

PHOTO/VIDEO APPEARANCE RELEASE

The undersigned enters into the following agreement (“Agreement”) with Lightspeed Saber League and its successors, licensees and assigns (collectively known as “Producer”):

I have been informed that Producer is capturing photos and video, and that my full name, likeness, image, voice, appearance and/or performance is being recorded and made part of the recording in which I appear (“Product”).

1. I grant Producer the right to use the Product in any format, now known or later developed. I grant, without limitation, the right to edit, mix or duplicate and use or re-use Product in whole or in parts as Producer may elect. Producer or its designees have complete ownership of the Product, including copyright interests.
2. I grant Producer and its designees the right to broadcast, exhibit, market and otherwise distribute the Product, in whole or in parts, and alone or with other products, for any purpose Producer or its designees determine. This grant includes the right to use Product for promoting or publicizing.
3. I have the right to enter into Agreement and am not restricted by commitments to third parties.
4. Producer has no financial commitment or obligations to me as a result of Agreement.
5. In consideration of all the above, I hereby acknowledge receipt of reasonable and fair consideration from Producer. I have read, understand and agree to all of the above and that the rights granted Producer herein are perpetual and worldwide:

Participant’s signature: _____ Date: _____

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

Guardian’s signature: _____ Date: _____