

# Informed Consent, Waiver and Release of Liability

In consideration of entry into training with the Black Falcon School of Arms at the Hauke Swordplay Summit.

I, \_\_\_\_\_, (please print) intend to be legally bound and due hereby agree to be legally bound for myself and for all successors in interest I may have, by this Contract, Waiver and Release of Liability, and hereby agree to hold harmless and indemnify the Black Falcon School of Arms, its guest lecturers, as well as any officers, members, employees, assistants, volunteers, assigns, or agents of any type whatsoever acting on or in behalf of the aforementioned entities and persons, against any claims for damages or other claims for injuries or losses of any kind suffered by me or any others, directly or indirectly, arising out of any practice, instructions, or other activity related to this program as well as participation in this program or traveling to or from this program or any other activity related to this program.

I understand that the martial art exercises and training methods to be taught involve the application of pain compliance and that my participation will require me to submit to various types of physical restraint and exercise which may cause me to submit to pain or injury. I further understand that the martial art exercises and training methods to be taught will require me to be in good physical condition. I certify that I am physically able to participate in this activity and will further hold the Black Falcon School of Arms, its guest lecturers, as well as any officers, members, employees, assistants, volunteers, assigns, or agents of any type whatsoever acting on or in behalf of the aforementioned entities and persons, harmless for any injury sustained in the course of this training due to any physical defect or condition that I may have, whether now known or hereinafter discovered. I further acknowledge that in consideration for this training, this release shall not expire and shall be considered effective in perpetuity.

I understand that this training reflects a study of Western weapon and grappling arts for the purposes of cultural heritage and recreation, and the instructors in no way advocate that I should seek confrontations, or that in the event of a hostile or life-threatening encounter, I should use only the minimum force necessary to neutralize the threat or to remove myself from the dangerous situation. I understand that in the event of eminent danger, I should use "reasonable force", and that if I am uncertain what constitutes "reasonable force" and "excessive force" that I should contact my local law enforcement agency, since laws vary in each state and jurisdiction. I hereby understand that in light of these statements, I hold myself exclusively responsible for the ethical and legal repercussions to my behavior and actions, and, I hereby waive the Black Falcon School of Arms, its guest lecturers, as well as any officers, members, employees, assistants, volunteers, assigns, or agents of any type whatsoever acting on or in behalf of the aforementioned entities and persons, of any liability for my actions. I understand that the nature of this activity requires close and intimate physical contact with other participants and with instructors. I understand that this close and intimate physical contact is necessary and is inherent in the education of the material. I understand that the scenarios and topics to be discussed are mature and sensitive issues. I acknowledge and understand that it is my right to decline participation in any event with which I feel uncomfortable or unsafe, that it is my right to vocalize my feelings concerning the training, and that at any time I may choose to immediately cease activity or involvement. I further understand that if I require counsel with one or more of the trainers or other personnel that they are open and approachable. I acknowledge that if I am uncomfortable with any situation or individual that I may immediately state so, and that it is my right to remove myself from the situation immediately and that I am encouraged to do so.

I understand that all decisions are made in consideration of my personal safety and the safety of others, and that all decisions made by the Black Falcon School of Arms, as well as any officers, members, employees, assistants, volunteers, assigns, or agents of any type whatsoever acting on or in behalf of the aforementioned entities and persons, are done so irrespective of race, creed, color, nationality, age, affiliation, gender, or sexual orientation. I have understood all that is expressed in this waiver and release

of liability, and I certify that I am of sound judgment, legally competent to agree to this waiver. Additionally, I certify that I am eighteen years of age or older, or a legally emancipated adult or that a parent or legal guardian who is legally responsible for me has signed this form.

\_\_\_\_\_  
Attendee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

(\_\_\_\_)-\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Parent/Guardian Signature (if participant is a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
BFSA Officer Signature

\_\_\_\_\_  
Date