

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Space City Sabers training program(s) indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant, parent(s), and/or legal guardian(s) of the minor participant, named below agree:

1. The participant, parent(s) and/or legal guardian(s) will instruct the minor participant that, prior to participating in the below saber/sword training activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant will immediately advise the Instructor(s) and/or Space City Saber Officer(s) of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in saber choreography and training events and activities which could result in serious bodily injury, partial and/or total disability, paralysis, and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction, or negligence of the participant or the action, inaction, or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to Space City Sabers or are not reasonably foreseeable at this time.
3. I/WE accept and assume all such risks and assume personal responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Space City Sabers and/or its Instructors/Officers, Sword to Sword, and the facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the saber event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the training facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned participant, partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the participant, parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold Space City Saber and its Instructor(s)/Officers harmless.
8. I/We affirm this agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas as to all matters. Each party hereto irrevocably consents to the exclusive jurisdiction of the State of Texas Courts and internal laws for the purpose of any dispute, suit, action, proceeding, or judgment relating to or arising out of this agreement.
9. I/We agree the legality and efficacy of this Release and Waiver of Liability and Indemnity Agreement to be applicable for 10 years.

Permission to Use Likeness/Image Agreement

1. I hereby grant unrestricted permission to obtain and use my/participant's name, likeness, image, appearance, and voice as such may be embodied in any photos, video, digital images/recordings, and the like, taken or made on behalf of Space City Sabers, its agents, or spectators.
2. I understand and agree that Space City Sabers and its agents possess complete ownership of my image or voice which may appear, and to otherwise be used, in material, regardless of media form promoting Space City Sabers events, activities, and interests. Media forms may include but are not limited to videos, publications, advertisements, new releases, Web sites, and any promotional materials.
3. I waive any right to royalties or other compensation arising or related to the use of my likeness, image, appearance, or voice. I hereby release and discharge Space City Sabers, and its agents, from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice, and/or appearance, including any and all claims for invasion of privacy, right of publicity, and misappropriation of misuse of image, and/or defamation.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**** Space City Sabers ****

Student/Participant Signature _____

Parent or Guardian Signature (if minor) _____

Printed Name of Participant _____

Address of Participant _____

Received by _____

SCS Officer's Signature

Printed Name

Date