

Fencing Registration for Cumberland D'Esgrime

As the U.S. Fencing Association (USFA) has gotten away from paper or individual registration, we are setting up this form to capture the necessary information to provide to USFA registration information for our Beginning and Intermediate fencers. This should allow for quick capture of necessary information without the need to setup a personal registration account with USFA, especially for our Beginning fencers. Access membership for Intermediate fencers is covered through class fees.

Beginning fencers will be registered under the Trial Membership with USFA, which is valid for 90 days. Intermediate fencers will be registered as having Access Membership with USFA, which is valid until July 31 of the following year (even if registering in the Spring Semester). This is a requirement of our club membership with USFA. Registration provides coverage under the club insurance (a requirement of Metro Nashville Public Schools), and for Access members it provides the following benefits:

Access membership:

- Eligible to compete at Local tournaments (club tournaments)
- Eligible to vote on USFA ballots (leadership, Hall of Fame, decisions)

Please fill out ALL sections below and sign the Waiver (second page)

Beginning Fencer

Intermediate Fencer

If Intermediate fencer:

Returning fencer with CDE

New Fencer with CDE

Class day signing up for: Monday:

Wednesday

(Intermediate can sign up for both)

Last Name: _____ **First Name:** _____ **MI:** _____

Birth date: ____/____/____ (Month/Day/Year)

Email: _____

Gender: **Male:** **Female:** ([See also USFA Transgender policy if necessary](#))

Address: _____

City: _____ **State:** _____ **Zip:** _____

U.S. Citizen? Yes **No** **If No, Country of Citizenship:** _____

If No, Permanent Resident? Yes **Issue Date:** ____/____/____ (Month/Day/Year)

Primary Phone number: (____) ____ - _____

This will register you with the Tennessee Division with Cumberland D'Esgrime Fencing Club. If you have a secondary Fencing Club, please list: _____

Please read the waiver and sign (digitally or print out and sign directly). Please send email with completed registration to arymetore@hotmail.com following payment of class fees (\$70 for Beginning

@

†

h

‡

READ BEFORE SIGNING

In consideration and as a condition of my and/or my minor child's being granted membership in the United States Fencing Association ("USA Fencing") and/or being allowed to participate in any way in USA Fencing and its related events and activities, I acknowledge and agree, on my own behalf and on behalf of any child or other person for whom I am signing this document ("I" or "myself" or "my" being construed hereinafter to include all such persons), as follows:

SUBMISSION TO RULES: I agree to abide by the current rules of USA Fencing as set forth in, among other things, the Bylaws, Rules of Competition, Athlete Handbook, Operations Manual, USA Fencing Safe Sport Policy, USOC Safe Sport Code (including the Practices and Procedures and Supplementary Rules appended thereto) and USADA Rules, all as now constituted and as may be amended from time to time.

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY: I acknowledge and agree as follows:

1. The risks of injury from the activities involved in the sport of fencing and related activities are significant, including the potential for serious injury, disability or death, and while particular skills, equipment, and personal discipline may reduce those risks, the risks may continue to exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, whether known or unknown, apparent or latent, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) or others, and assume full responsibility for my participation; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS USA FENCING, and all affiliated sections, divisions, clubs, host organizations, officers, directors, athletes, referees, coaches, volunteers, officials, club members, individual members, agents, employees, contractors, participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners or lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ALLEGING OR ARISING FROM ANY PERSONAL INJURY, DISABILITY, DEATH, or loss or damage to person or property, that may occur or has occurred, in connection with the sport of fencing or related activities, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASEES, to the fullest extent permitted by law.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

DRUG TESTING: I understand that, pursuant to the rules and regulations of USA Fencing, the US Anti-Doping Agency ("USADA") and/or the World Anti-Doping Agency, drug testing may be conducted for athletes who compete in tournaments conducted, sponsored and/or sanctioned by USA Fencing, and that detection of the use of banned drugs would be cause for penalties including but not limited to suspension for a period of time, based upon factors including the substance(s) detected. In consideration of being granted membership in USA Fencing and/or being allowed to participate in any way in the USA Fencing and its related events and activities, I agree to familiarize myself with and to comply with USADA's and other applicable anti-doping rules. Without limiting the generality of the foregoing, I consent to be subject to drug testing and to penalties if declared positive for a banned substance. I am aware that failure to comply with any selection for a drug test will be cause for the same penalties as for those who are positive for a banned substance. I realize that there are OVER-THE-COUNTER medications that may contain banned substances and that it is my responsibility to insure that I do not inadvertently take any medication that contains a banned substance. I know that I may call the USADA hotline, 800-233-0393 for questions about medications and banned substances or practices.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

x _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____
PARENT/GUARDIAN'S SIGNATURE _____ Date Signed _____

CONSENT FOR MEDICAL TREATMENT: This is to certify that I give my written consent to the USA Fencing and its representatives for myself and/or any person for whom I am signing this document to obtain medical care from any licensed physician, athletic trainer, hospital or clinic for any injury or illness that may arise during fencing and related activities.

QUALIFICATION (Championships and NACs): I understand that some individual events require qualification and that my entry or entries will remain pending until qualification is confirmed. I further understand that, should I not meet the stated qualification, I will be withdrawn from the event and a refund will be processed on my behalf.

CHOICE OF LAW: The foregoing agreement, consent, waiver and release shall be governed, interpreted and construed according to the law of the State of Colorado, without reference to choice of law principles.

ARBITRATION: Except as set forth in the USA Fencing Safe Sport Policy and USOC Safe Sport Code (including the Practices and Procedures and Supplementary Rules appended thereto), any controversy or claim arising from or relating to my membership or participation, or my minor child's membership or participation, in USA Fencing, including but not limited to any matter arising from or relating to (i) qualification or selection for, or competition in, any fencing event, whether staged under the auspices of USA Fencing, the FIE, the USOC, the IOC or some other fencing administrative body, (ii) qualification or selection for, or activities as, a coach, referee or other official at any such fencing event; or (iii) compliance with or violation of any rule, regulation, policy, practice, bylaw, statute or common law, of USA Fencing, FIE, USOC or IOC, or of any national, state, provincial or local governing or administrative body, including any issue concerning compliance by USA Fencing or by any officer, director, employee, agent, attorney, referee, official, club member, individual member, committee member or volunteer of USA Fencing, including but not limited to any matter arising from or relating to allegations of damage to property or injury to person, shall to the fullest extent permitted by law be settled by arbitration, provided, however, that prior to the commencement of any such arbitration, any and all available administrative procedures and remedies of USA Fencing, FIE, USOC, IOC or applicable sports, governmental or administrative body shall have been exhausted.

Any arbitration shall administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Colorado and the United States, and it shall be conducted in Colorado Springs, Colorado. The arbitrator(s) will have no authority or jurisdiction to award consequential, punitive or exemplary damages, and any demand for such damages shall be a nullity. Except as may be required by law or as reasonably required to enforce or appeal from an arbitration award or as noted above, arbitration proceedings shall be kept confidential, and neither a party, an attorney for a party, a witness, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder to a non-party without the prior written consent of all parties.