

Waiver for Historical Martial Arts and Fencing Workshops

I am aware that the practice of historical martial arts and fencing can be physically stressful or dangerous and in certain instances can even be harmful and result in injury or death. I am also aware that strenuous physical activity such as is involved in the Higgins Armory Museum's historical martial arts and fencing workshops, classes, or combat practice sessions (collectively, the "Workshops"), may pose a health risk to certain individuals, including but not limited to those individuals who have, or have ever had the following medical conditions, or who have the following conditions in their family histories: elevated blood pressure, cardiac (heart) problems, diabetes, orthopedic problems. I am also aware that strenuous physical activity can pose health risks to people who smoke, who are overweight or obese, who are of advanced age, or who are pregnant or who have recently given birth. I understand that I should consult with my personal physician, and obtain his or her consent, before I begin or continue to participate in the Workshops. I am not relying on the Higgins Armory Museum or any of its agents or representatives to determine whether participation in the Workshops is medically or otherwise appropriate for me.

I understand that my participation in the Workshops is voluntary and at my own risk and that no special supervision or monitoring, medical or otherwise, will be provided. In consideration for my being permitted to participate in the Workshops I hereby agree on behalf of myself, my heirs, successors, administrators and assigns, to release, and hereby release to the extent permitted by law, the Higgins Armory Museum, its officers, directors, agents, employees, volunteers, administrators or assigns, from any and all complaints, claims, damages, claims for attorneys' fees, or causes of action of any kind, including but not limited to any personal injury or other claims arising from or out of my participation in the Workshops. I further agree not to sue or make any claim of any nature whatsoever in any court, agency, or other forum or proceeding against the Higgins Armory Museum or any other individual or entity whom I have released and agreed to hold harmless in the preceding sentence.

I have read this form and understand it. I have had the opportunity to ask questions and consult with an attorney of my own choosing about the waiver and release contained in this form. I am signing the form voluntarily and of my own free will. I have sufficient information to give my informed consent to participate in the Workshops.

Sign and Print Names:

Participant Date

Course Name

Parent or Guardian if under 18 Date

Course Instructor Date