

Name: \_\_\_\_\_

Member Number: \_\_\_\_\_

Organization: \_\_\_\_\_

**REVISED INTER-ORGANIZATIONAL ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT (AUGUST 2007)**

REENACTING IS **DANGEROUS**, AND IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN REENACTING EVENTS ALL PARTICIPANTS AND PARENTS OF MINORS MUST SIGN THIS AGREEMENT

I/we acknowledge that reenacting events, black powder shooting, and related activities are **DANGEROUS** and entail known and unknown risks that may result in emotional injury, personal injury or **DEATH** to me/us, or damage to my/our property, or to other persons or parties or their property. Such risks of loss, injury or **DEATH** include, but are not limited to, burns, cuts, terrain conditions, heat prostration and related conditions, use of black powder, explosions, impacts from debris, accoutrements, vehicles and/or weaponry, the failure to follow command orders or rules and regulations of event sponsors and host, rescue efforts or medical attention provided by anyone connected to the reenacting event, cardiac conditions, falls, or contact with animals.

1. **ASSUMPTION OF RISK:** With full knowledge and appreciation of the dangers, I/we have made a voluntary choice to participate in reenacting activities and events despite the risks that they present, and I/we voluntarily agree to assume sole responsibility for **ANY AND ALL RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me/us as a result of participating in these activities unless caused by the gross negligence or willful or wanton misconduct of a "released party" below.

INITIAL HERE \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER \_\_\_\_\_

2. **RELEASE:** I/we, on behalf of myself/ourselves and any party claiming an interest through me/us (including but limited to, heirs, spouses, parents, children and beneficiaries), voluntarily **RELEASE, WAIVE AND DISCHARGE, AND COVENANT NOT TO SUE**, the American Civil War Association, the California Historical Artillery Society, the Civil War Reenactment Society, the National Civil War Association, the Comstock Civil War Reenactors, the American Civil War Society, the War Between The States Historical Association or the Reenactors of the American Civil War; the trustees of, officers of, agents of, employees of, or members of any of these reenacting organizations; any owner, lessor, or lessee of any property on which these reenacting organizations conduct any activity; or the sponsors or the organizers of any reenacting event (singularly "released party" and collectively "released parties") from and for all liability, claims, demands, actions, loss or damage on account of any injury to my/our person (**INCLUDING DEATH**) or property, whether caused by their **NEGLIGENCE** or for any other reason, excepting only the gross negligence or willful or wanton misconduct of a "released party," while preparing for, practicing for, traveling to or from, or participating in, any reenacting event.

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3. **INDEMNIFICATION:** I/we agree **DEFEND, INDEMNIFY AND HOLD HARMLESS** the "released parties" from any loss, liability, damage, claims or costs, including court costs and attorney fees, that they may incur arising out of or related to my/our participation in reenacting activities and events, whether caused by their negligence or for any other reason, excepting only their gross negligence or willful or wanton misconduct.

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4. **SEPARATION OF RELEASEES:** I/we agree that this ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT applies separately to each of the "released parties" and that the gross negligence or willful or wanton misconduct of one "released party" will not negate my/our assumption of the risk, release of, and duty to indemnify any "released parties" who are not grossly negligent or who have not acted willfully or wantonly.

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5. **BREADTH:** It is the intent of the undersigned that this ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT shall be as broad and inclusive as is permitted by California law. If any clause, subclause or portion of any sentence is held invalid, I/we agree that the balance shall continue in full force and effect.

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6. **MEDICAL CONSENT/RULES:** I consent to whatever medical care might be provided or available to me/us for any injury occurring during my/our participation in reenacting activities or events. I further agree to be bound by, and abide by, the rules of the "released parties" while participating in any event or activity sponsored by, or affiliated with, them.

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7. **WARRANTY:** I/we have read and understood this ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT and all its terms. I/we warrant that no representations, statements or promises have been made to me/us to induce me/us to execute this agreement and the I/we do so voluntarily.

INITIAL HERE \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**MINORS:**

I, the undersigned, warrant that I am the parent or legal guardian of the minor child for whom this ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT applies, and further warrant and represent that I am empowered to execute this release on his or her behalf.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_