

REVISED INTER-ORGANIZATION ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Name: _____ Organization: _____ Member #: _____

REENACTING IS DANGEROUS, AND IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN REENACTING EVENTS, ALL PARTICIPANTS AND PARENTS OF MINORS MUST INITIAL AND 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 hosts, rescue efforts or medical attention provided by anyone connected to reenacting events, cardiac conditions, falls or contact with animals.

1. **ASSUMPTION OF RISK:** With full knowledge and appreciation of 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 Battle Born Civil War Reenactors, the California Historical Artillery Society, the Civil War Reenactment Society, The Comstock Civil War Reenactors, the National Civil War Association, The Nevada Civil War Volunteers, 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.

INITIAL HERE: _____ INITIAL OF MINOR IF 12 OR OVER: _____

3. **INDEMNIFICATION:** I/we agree to 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 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.

INITIAL HERE: _____ INITIAL OF MINOR IF 12 OR OVER: _____

4. **SEPERATION OF RELEASES:** 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.

INITIAL HERE: _____ INITIAL OF MINOR IF 12 OR OVER: _____

5. **BREADTH:** it is the intent of the undersigned that this ASSUMPTION OF 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.

INITIAL HERE: _____ INITIAL OF MINOR IF 12 OR OVER: _____

6. **MEDICAL CONSENT/RULES:** I/we 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/we 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.

INITIAL HERE: _____ INITIAL OF MINOR IF 12 OR OVER: _____

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 that I/we do so voluntarily.

INITIAL HERE: _____ INITIAL OF MINOR IF 12 OR OVER: _____

8. **GOVERNING LAW:** This agreement shall be interpreted in accordance with, and governed in all respects by, the laws of the States of California and Nevada.

SIGNATURE OF APPLICANT:

Print Name: _____ Signature of Applicant: _____
Date: _____ / _____ / _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN OF MINOR:

I, the undersigned, warrant that I am the parent or legal guardian of the minor child for whom the 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 of Parent/Legal Guardian of Minor: _____
Date: _____ / _____ / _____