

**American Civil War Society, Inc. – Visitors General Release Of Liability And Agreement Not To Sue**

Part I. BECAUSE REENACTING IS DANGEROUS, WE REQUIRE ALL PARTICIPANTS AND PARENTS OF PARTICIPANTS TO ASSUME ALL RISK OF INJURY OR DEATH BY SIGNING THIS GENERAL RELEASE AND AGREEMENT NOT TO SUE.

I/we acknowledge that reenacting, black powder shooting, and related activities are HAZARDOUS activities and that I/we have made a voluntary choice to participate in those activities despite the risks that they may present. In consideration of my/our being permitted to participate in the activities described above of the American Civil War Society, Inc. ("ACWS"), a California non-profit corporation, I/we agree to assume ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my/our participation in ACWS events and activities. Such risks of injury or death may be caused in whole or in part by: burns, cuts, terrain conditions, heat prostration and related conditions, gunpowder, explosions, impacts from debris, accoutrements, vehicles and/or weaponry, the failure to follow command orders or rules and regulations of the ACWS, rescue efforts or medical attention provided by anyone connected to the ACWS, cardiac conditions, falls, or contact with animals. (Note: this is NOT a list of all hazardous activities related to Civil War reenacting and blackpowder shooting. Accordingly, even if injury or death is caused by some other risk or hazard not listed above, I/we still agree to assume any and all risk of injury or death which might be associated or result from my/our participation in ACWS events and activities).

INITIAL HERE \_\_\_\_\_ INITIAL OF MINOR IF 14 OR OVER \_\_\_\_\_

I/we further release, waive, discharge and covenant not to sue the ACWS, the organizers of any ACWS event, the Board Of Directors of, the trustees of, officers of, agents of, employees of, or members of the ACWS, or any owners, lessor, or lessee of any property in which the ACWS conducts any activity from all liability to myself, or any party claiming an interest through myself (including but limited to, heirs, spouses, children and beneficiaries), for all loss or damage or demand therefore on account of injury to the person or property or death of myself, whether caused by their NEGLIGENCE or for any other reason, while preparing for, practicing for, traveling to or from, or participating in, any ACWS event or activity.

INITIAL HERE \_\_\_\_\_ INITIAL OF MINOR IF 14 OR OVER \_\_\_\_\_

I/we further INDEMNIFY AND HOLD HARMLESS the parties released above, and each of the parties released above, and each of them, from loss, liability, damage or a claim that may incur due to the presence of my/our actions during ACWS activities or events whether caused by their negligence of otherwise.

INITIAL HERE \_\_\_\_\_ INITIAL OF MINOR IF 14 OR OVER \_\_\_\_\_

It is the intent of the undersigned that the above, release of liability and agreement not to sue, be as broad and inclusive as allowed by law, and that if any portion is invalid, the remainder shall continue in full force and effect. The activities, which promote participation in ACWS, sanctioned events and activities, or the preparation for travel to such events and/or activities, and does not confer a release upon parties not acting in such capacity.

INITIAL HERE \_\_\_\_\_ INITIAL OF MINOR IF 14 OR OVER \_\_\_\_\_

I, the undersigned, have read and understand this release and all its terms. I warrant that the above is true and correct in all respects and that no representations, statements or inducements apart from the foregoing have been made. I consent to whatever medical care might be provided or available for injury during the above activities.

Printed Name (Adult) \_\_\_\_\_ Signature (Adult) \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ E-mail (Optional) \_\_\_\_\_

**Part II: Minors (All Children Under Age 18)**

I/we, the undersigned, have read and understood this release and all its terms. I/we warrant that the above is true and correct in all respects and that no representations, statements, or inducements apart from the foregoing have been made. I warrant that I am the parent or legal guardian of the minor child(ren) whose name(s) appears in Part I of this application and warrant and represent that I am empowered to execute this release on his/her/their behalf. I consent to whatever medical care might be provided or available for injury occurring during the above activities. I authorize the Board of Directors to consent to, authorize, or contract for medical treatment for the minor(s) required as the result of illness or injury which occurs during the participation in or while traveling to or from any ACWS activity or event if I am unavailable to.

Printed Name of Parent/Legal Guardian \_\_\_\_\_ Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_