



PARTICIPANTS RELEASE FORM & WAIVER OF RIGHTS

Consent and Release

I (and for any minor children attending with me) fully understand the possible dangers involved in a re-enactment including, but not limited to, the increased danger resulting from the use of gunpowder. I will take all actions necessary to protect myself, my family, fellow participants, spectators, and others attending this event. Realizing the possibility of injury to myself or my family members and loss and/or damage of personal equipment/properties, I agree to withhold from liability all members and/or their family of the following: The Department of East Tennessee Reenacting (DET), emergency response personnel, all other participating organizations, owners of adjoining lands, and all other participants or attendees of the event. I agree to abide by all given and posted rules of the event and recognize the right of the Department of East Tennessee Reenacting (DET) to dismiss and/or have removed any person from the event for unsafe behavior or violation of the rules. In consideration of being permitted to enter any restricted area (herein defined as including, but not limited to, the: camps, parking areas, walkways, concessions, and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to work or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees, and represents that he/she has, or will immediately upon entering any such restricted area(s), and will continuously thereafter, inspect such restricted area(s) and his/her participation, if any, in the event constitutes an acknowledgement that he/she has inspected such restricted area(s) and that he/she finds and accepts the same as being safe and reasonably suited for the purpose of his/her use and he/she further agrees and warrants that if, at any time, he/she is in or about restricted area(s) and he/she feels anything to be unsafe, he/she will immediately advise the Officials of such and will leave the restricted area(s).

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoter, participants, association, sanctioning organization, or any subdivision thereof, ground operator, grounds owner, officials, any persons within any restricted areas, sponsors, advertisers, lessees of the premises used to conduct the event and each of them, their officers, employees, and family members, all for the purposes herein referred to as "releases", from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area(s), and/or competing, officiating in, observing, working for, or for any purpose participating in the event.
2. HEREBY AGREES TO INDEMNIFY AND SAVE HOLD HARMLESS the releases and each of them, and their family members, from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area(s), and /or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area(s) and/or in any way competing, officiating, observing, or working for, or for any purpose participating in the event.

THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no representations, statement, or inducements apart from the forgoing written agreement have been made. By signing this agreement, I am fully agreeing to comply with Encampment Guidelines received at the time of signing below.

NAME

DATE