

SOUTHERN CALIFORNIA CIVIL WAR ASSOCIATION

RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

BECAUSE RE-ENACTING IS DANGEROUS, WE THE SCCWA, REQUIRE ALL PARTICIPANTS AND PARENTS OF PARTICIPANTS TO ASSUME ALL RISK OF INJURY OR LOSS OF LIFE BY SIGNING THIS GENERAL RELEASE AGREEMENT NOT TO SUE.

I/we acknowledge that Civil War re-enacting, 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 present. In consideration of my/our being permitted to participate in said activities provided by the SCCWA, I/we agree to ASSUME ANY AND ALL RISKS OF INJURY OR LOSS OF LIFE, which might be associated with or result from my/our participation in SCCWA events and/or activities. Such risks of injury or death may be caused in whole or in part by: burns, cuts, bruises, sprains, allergic reactions, existing medical conditions, terrain conditions, heat prostration and related conditions, gun powder, explosions, impacts from debris, horses, cannons, other vehicles, accoutrements and/or weaponry, the failure to follow command orders or rules and regulations of the SCCWA, rescue efforts or medical attention provided by anyone connected to the SCCWA, cardiac conditions, falls, or contact with animals. NOTE: this is not a list of all possible or potential hazards related to Civil War re-enacting and black powder shooting. Accordingly, even if injury or loss of life is caused by some other risk or hazard not listed above, I/we still agree to ASSUME ANY AND ALL RISK OF INJURY OR LOSS OF LIFE which might be associated with or result from my/our participation in SCCWA events and

IF ADULT INITIAL HERE _____

IF MINOR BETWEEN THE AGE OF 12 -18 YEARS INITIAL HERE _____

I/we further release, waive, discharge and covenant not to sue the SCCWA, the event organizers of any SCCWA event, the trustees of, officers of, agents of, employees of, or members of the SCCWA or any owner, lessor or lessee of, any property on which the SCCWA conducts any activity from all liability to myself, or any party claiming an interest through myself (including but not 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 loss of life 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 SCCWA event.

IF ADULT INITIAL HERE _____

IF MINOR BETWEEN THE AGES OF 12-18 YEARS INITIAL HERE _____

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

IF ADULT INITIAL HERE _____

IF MINOR BETWEEN THE AGES OF 12-18 YEARS INITIAL HERE _____

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 state and federal law and that if any portion is invalid, the remainder shall continue in full force and effect. The activities which promote participation in SCCWA sanctioned events, or the preparation for travel to such events, and does not confer a release upon parties not acting in such capacity.

IF ADULT INITIAL HERE _____

IF MINOR BETWEEN THE AGES OF 12-18 YEARS INITIAL HERE _____

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 occurring during the above activities.

IF ADULT INITIAL HERE _____

IF MINOR BETWEEN THE AGES OF 12-18 YEARS INITIAL HERE _____

I, the undersigned, have read and understand the SCCWA's (STANDARD RULES OF ENGAGEMENT) for all participating re-enactors and agree to abide by all terms in its entirety. I, the undersigned understand that the SCCWA reserves the right to remove any participant from any activity and/or re-enactment scenario at its discretion and without advanced notice.

IF ADULT INITIAL HERE _____

IF MINOR BETWEEN THE AGES OF 12-18 YEARS INITIALS HERE _____

PRINTED NAME (ADULT) DATE

PRINTED NAME (MINOR BETWEEN 12-18) DATE

SIGNATURE (ADULT)

SIGNATURE (MINOR BETWEEN 12-18)

STREET ADDRESS

SIGNATURE OF PARENT OR LEGAL GUARDIAN

CITY STATE (ZIP)

(_____)_____
HOME PHONE NUMBER