

REENACTING EVENT WAIVER FORM

NAME: _____

ORGANIZATION: _____

UNIT: _____ **MEMBER NUMBER:** _____

REVISED INTER-ORGANIZATION ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT REENACTING IS DANGEROUS AND IN CONSIDERATION OF OR 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/our property, or to other persons or parties or their property. Such risks of loss, injury or DEATH included, but are not limited to burns, cuts, terrain conditions, fences, ranch debris such as equipment and obstacles, uncontrollable tree conditions, etc., 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 the event sponsors and host, rescue efforts or medical attention provided by anyone connected to reenacting events, cardiac conditions, falls or contact with animals.

1. **ASSUMPTION OF RISKS:** 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, WAIVER AND DISCHARGE, AND COVENANT NOT TO SUE.,

Yolo Land & Cattle INC. (Scott & Casey Stone)

24445 County Road 25

Esparto, CA 95627 5

Demands, actions, loss or damage on account of any injury to my/our person (INCLUDING DEATH) from and all liability, claims or property, whatever caused by while preparing for, practicing for, traveling to or from, or participating in reenacting event.

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

3. **INDEMNIFICATION:** I/we agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the "release parties" from any loss, liability, damage, claims or costs, including court costs and attorney fees that 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. SEPARATION 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 gross negligence or willful or wanton misconduct of one" released party" will not negate my/out assumption of the risk, released of, and duty to indemnify any "released parties" who are 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 effort.

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, affiliated with them.

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

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

INITIAL HERE: _____ INITIAL OF MONOR IF 12 OR OLDER: _____

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

SIGNATURE OF PARTICAPANT:

Print Name: _____

Signature of Participant: _____

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 RISKS, 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: ____ / ____ / ____

STATEMENT OF EMERGENCY INFORMATION

Medical Insurance Carrier /

Plan Name: _____ Medical Plan Number: _____

Medical Plan Membership

Medical Plan Contact

Number: _____ Phone Number: _____

☐

Check this box to indicate that a photocopy of the minor child's insurance card has been attached to this form. While this is not legally necessary so long as the rest of PART II is completed, including this attachment ensures medical care (if needed) cannot be denied.

Emergency Contact Information: _____ / _____

Relationship To Minor Participant: _____