

2012

RE-ENACTORS OF THE AMERICAN CIVIL WAR ADULT VISITING RE-ENACTOR REGISTRATION FORM



If you are a member of a Civil War reenactment club that is duly recognized by the RACW, you may participate at any RACW event upon filling out this form and contacting the appropriate RACW Brigade Commander for approval. There is no fee so long as you are a current member in good standing of another reenactment club.

Name (First, Middle, Last):		Age:	Birth Date:
Address:		City:	State:
E-mail Address: (Used for RACW Dispatches & Announcements Only):		Zip:	
Home Phone:	Cell Phone:	Emergency Contact Phone:	
Emergency Contact Information:	Name:	Relationship:	
Home Club Information:	Club Name:	Unit:	Years as a Member:
RACW Brigade Information:	Brigade: _____ Non-Combatant _____ Confederate _____ Union		RACW Brigade Commander Approval:
	Unit Assigned To: _____		_____

Assumption of Risk, Release of Liability, and Indemnification Agreement

Reenacting is dangerous, and the **Re-enactors of the American Civil War**, hereinafter referred to as **RACW** and the **Pacific Area Civil War Re-enactors Association**, herein after referred to as **PACWR**, requires all participants and or parents of minor participants to assume all risk by signing a general release and agreement not to sue.

I 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 host, rescue efforts or medical attention provided by anyone connected to the reenacting event, cardiac conditions, falls, or contact with animals. NOTE: this is not a list of all hazardous activities related to civil war reenacting and black powder shooting. Accordingly, even if injury or death is caused by some risk or hazard not listed above, I still agree to assume any and all risk of injury and death which might be associated with or result from my participation in **RACW** or **PACWR** events and activities.

Initial Here _____ **Assumption of Risk:** With full knowledge and appreciation of the dangers, I have made a voluntary choice to participate in reenacting activities and events despite the risks that they present, and I 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 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 _____ **Release:** I, on behalf of myself and any party claiming an interest through me/us (including, but not limited to, heirs, spouses, parents, children and beneficiaries), voluntarily **RELEASE, WAIVE AND DISCHARGE, AND COVENANT NOT TO SUE**, the **RACW**, **PACWR**, the organizers of any **RACW** or **PACWR** event, the trustees of, officers of, agents of, or members of the **RACW** or **PACWR**, or any member organization of **PACWR**, 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 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 _____ **Separation of Releases:** I 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 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 _____ **Policies and Procedures:** I agree to be bound by, and abide by, the Policies and Procedures of the **RACW** while participating in any event or activity sponsored by, or affiliated with, them.

Initial Here _____ **Indemnification:** I 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 or related to my 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 _____ **Breadth:** It is the intent of the undersigned that the above Release be as broad and inclusive as allowed by state and federal law. If any clause, sub-clause or portion of any sentence is held invalid, I agree that the balance shall continue in full force and effect. This Release is entered into solely for the benefit of the **RACW**, its officers, trustees, agents, affiliations, and members when engaged in activities which promote the participation in the **RACW** sanctioned activities, or the preparation for or travel to such activities, and does not confer a Release upon parties not acting in such a capacity.

Initial Here _____ **Video/Photography:** In consideration of my participation with the **RACW**, I understand that the **RACW** may video and photograph me during **RACW**-sponsored events. I hereby give the **RACW** the unrestricted right and permission to copyright and use, re-use, publish, and re-publish video and/or photographic portraits or pictures of me for the production of materials for funding raising, educational displays and advertising of the **RACW** and Living History. Such materials can include, but are not limited to, DVD movies, photo albums, or individual portraits; such items to be offered to the public attending **RACW**-sponsored events with proceeds going to benefit the **RACW** and its activities. I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied. I hereby acknowledge that no compensation or remuneration of any sort is offered or implied for the use of any images taken or used by the **RACW**.

Initial Here _____ **Medical Consent:** I consent to whatever medical care might be provided or available for injury occurring during the above activities.

I, the undersigned, have read and understood this Release and all its terms. I warrant that the above is true and correct in all respects and that no representations, statements, or promises to induce me to execute this agreement. I am entering into this agreement voluntarily.

Printed Name: _____ Signature: _____ Date: _____