

# RE-ENACTORS OF THE AMERICAN CIVIL WAR

## MINOR 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. **Note: A parent or guardian must be in attendance at all times the minor is at the event site, or must sign an Assignment of Temporary Guardianship form.**

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

**Please note that a parent or guardian must be at the event site during the entire time that the minor child is at the event.**

Guardians are responsible for the conduct of the minor at events, and are accountable for the breaking of RACW rules and for any personal or property damage caused by said minor.

If you intend to leave the site, whether for a few minutes or for the entire event, and leave the minor child in the care of another person, you must fill out and sign an **Assignment of Temporary Guardianship form**. The RACW will require two (2) copies of the Temporary Guardianship to be filled out, one for club records and one to be kept by the temporary guardian. Note that photocopies are not acceptable; each form must have an original signature. The Temporary Guardianship form allows the temporary guardian to act in the best interests of the minor child should the need arise, including any medical attention necessary due to injury or illness.

The RACW does not allow minor children aged 12 or 13 on the battlefield except in a non-combatant role. They may serve in a variety of ways, but any participation on the battlefield is subject to the approval of the Unit Commander and the Unit First Sergeant (or Ranking NCO). At no time are they allowed to be on the firing line, or ahead of the firing line.

The RACW does allow minor children aged 14 to 17 to participate as a combatant. However, they must have the approval of the Unit Commander and the Unit First Sergeant (or Ranking NCO).

Please read the RACW Policies and Procedures, Article VII, section 2, for complete information on participation of a minor child at RACW events and activities.

I, the undersigned, warrant that I am the parent or legal guardian of the minor child for whom this ASSUMPTION OF THE RISK, 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: \_\_\_\_\_ Legal relationship to minor: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

You **must attach** to this form the following documents: **Authorization for Cadet Battlefield Duty**, if minor is age 12 or 13, and/or **Assignment of Temporary Guardianship**, if you are not present at the reenactment or intend to leave minor under another adult's supervision for any period of time during the event.

## Fill Out Back of Form

## 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 parents/guardians of minor participants to assume all risk by signing a general release and agreement not to sue. **If member is a minor**, the parent/guardian will initial along with the minor applicant and sign below.

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/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/we 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.

**Assumption of Risk:** With full knowledge and appreciation of the 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 \_\_\_\_\_ Minor Initial Here \_\_\_\_\_

**Release:** I/we, on behalf of myself/ourselves 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/our 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 \_\_\_\_\_ Minor Initial Here \_\_\_\_\_

**Separation of Releases:** I/we agree that this ASSUMPTION OF RISK, RELEASE OF LIABILITY, 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/our 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.

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**Policies and Procedures:** I/we 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.

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**Indemnification:** I/we 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/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.

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**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/we 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.

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**Video/Photography:** In consideration of my participation with the **RACW**, I/we understand that the **RACW** may video and photograph me during **RACW**-sponsored events. I/we 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/we 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/we 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**.

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

Initial Here \_\_\_\_\_ Minor Initial Here \_\_\_\_\_

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: \_\_\_\_\_ Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**FOR MINOR APPLICANTS under the age of 18 – This Form Must Be Signed By Parent or Legal Guardian**