

THE BATTLE OF TOWNSEND'S PLANTATION

January 29th - January 31st 2010



Registration Form, Waiver, Indemnification & Assumption of Risk Agreement

Please Circle: CSA/USA RE-ENACTOR SUTLER

Name & Rank: _____

Address: _____

City: _____ State: _____

Phone No.: () Fax No.: _____

Email Address: _____

License Plate No.: _____

Unit Name: _____

Company Commander: _____

*Renninger's/Townsend's Plantation/Hardy's Brigade, Clay Townsend (**Releasees**) reserves the right to reject application for space rental or renewal on the basis of unsatisfactory previous contact or merchandise that does not fit within the scope of this event. Participants agree to hold **Releasees** harmless for damages, theft, injury or liability resulting from their participation.*

IN CONSIDERATION OF BEING PERMITTED TO ATTEND AND/OR PARTICIPATE IN THE RECREATION OF THE BATTLE OF TOWNSEND'S PLANTATION, A CIVIL WAR REENACTMENT, HERENINAFTER REFERRED TO AS THE EVENT, THE UNDERSIGNED DOES HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EVENT SPONSORS, including Renninger's Antique Center, Clay Townsend, Mike Hardy or their officers, directors, employees, agents and assigns, for all purposes hereinafter referred to as **Releasees** from all liability to the undersigned and the undersigned's personal representatives, assigns, heirs and next of kin, for any and all loss or damage, claims, actions, causes of action, demands, cost, loss of services, expenses and compensation therefore on account of injury of death to the person or damage to the property, whether caused negligence of the **Releasees** or otherwise, while the undersigned is in any manner participating in the **Event**, or while on any premises in connection therewith for any purpose.

WAIVER: YOU HEREBY REPRESENT AND WARRANT THAT, YOU:

1. Have sufficient knowledge, skill and training to properly and safely engage in all such activities and/or Dangerous Activities.
2. Have sufficient health, accident, and liability insurance to cover any bodily injury and/or property damage that you may incur while participating in any activity and/or Dangerous Activities.
3. Are not and will not be under the influences of any alcohol, drug or other substance immediately prior to or during my participation in any activity and/or Dangerous Activities.
4. Are in proper and sufficient physical condition to participate in all activities and/or Dangerous Activities.

INDEMNIFICATION: YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees for any loss, liability, damage, or cost **Releasees** may incur arising out of the undersigned's activities during the **Event**. YOU HEREBY ASSUME FULL RESPONSIBILITY FOR your own property, whether personal or otherwise, including, but not limited to, the property of your guests and family member(s). You hereby release the **Releasees** from any and all liability in connection with loss, damage or destruction, however minor or major, to any and all of your personal property of your guests or your family member(s), used or stored on the premises, whether secured or unsecured in a locker or elsewhere.

ASSUMPTION OF RISK: YOU HEREBY ACKNOWLEDGE AND UNDERSTAND THAT the Dangerous Activities involve inherent risks and dangers which may cause serious bodily harm, injury, suffering, even death, and that you hereby voluntarily choose to participate in these Dangerous Activities at your own risk. Your participation in the **Event** contains the risk of injury or death and therefore **you acknowledge and assume full responsibility for** any and all risk of bodily injury, death or property damage that may arise out of the undersigned participating in the event, or while on any premises in connection therewith for any purpose. It is agreed that if any portion of this agreement is held invalid, the balance shall notwithstanding, continue in full legal force and effect. As the undersigned, you have read and voluntarily sign this release and waiver of all liability and indemnity agreement, and further agree that no oral representations, statements or inducements apart from this written agreement have been made.

SIGNED: _____ DATE: _____

PRINT NAME: _____

BATTLE OF TOWNSEND'S PLANTATION

January 29th - January 31st 2010

Renninger's Antique Center



PARENTAL CONSENT FORM,

Waiver, Indemnification & Assumption of Risk Agreement

THE PERSON EXECUTING THIS DOCUMENTS IS AT LEAST 18 YEARS OF AGE AND MAY BE REQUIRED TO PRODUCE PROOF OF AGE.

MINOR'S NAME: _____
ADDRESS: _____

I, _____, INDIVIDUALLY AND ALSO AS PARENT/GUARDIAN OF THE ABOVE NAMED MINOR, AND/OR IN CONSIDERATION ON BEING PERMITTED TO ATTEND AND/OR PARTICIPATE IN THE EVENT HEREBY RELEASE & HOLD HARMLESS EVENT SPONSORS, and their officers, directors, employees, agents, and assigns, hereinafter referred to as **Releasees**, from and/or any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, whether caused by negligence of the **Releasees** or otherwise, while the undersigned is attending and/or participating in the **Event**.

I FURTHER HEREBY AGREE to protect the **Releasees** against any actions, claims or demands by the minor, or by any other person or persons on account of damages of any character resulting in any way from accident or otherwise to the minor. I agree to reimburse and make good to **Releasees** any loss, damage or costs **Releasees** may incur or pay as the result to any such claim, action or demand.

WAIVER: I HEREBY REPRESENT AND WARRANT THAT, I:

5. Have sufficient knowledge, skill and training to properly and safely engage in all such activities and/or Dangerous Activities.
6. Have sufficient health, accident, and liability insurance to cover any bodily injury and/or property damage that you may incur while participating in any activity and/or Dangerous Activities.
7. Are not and will not be under the influences of any alcohol, drug or other substance immediately prior to or during my participation in any activity and/or Dangerous Activities.
8. Are in proper and sufficient physical condition to participate in all activities and/or Dangerous Activities.

INDEMNIFICATION: I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the **Releasees** for any loss, liability, damage, or cost **Releasees** may incur arising out of the undersigned's activities during the **Event**. I HEREBY ASSUME FULL RESPONSIBILITY FOR my own property, whether personal or otherwise, including, but not limited to, the property of my guests and family member(s). I hereby release the **Releasees** from any and all liability in connection with loss, damage or destruction, however minor or major, to any and all of my personal property of my guests or my family member(s), used or stored on the premises, whether secured or unsecured in a locker or elsewhere.

ASSUMPTION OF RISK: I HEREBY ACKNOWLEDGE AND UNDERSTAND THAT the Dangerous Activities involve inherent risks and dangers which may cause serious bodily harm, injury, suffering, even death, and that I hereby voluntarily choose to participate in these Dangerous Activities at I own risk. My participation in the **Event** contains the risk of injury or death and therefore **I acknowledge and assume full responsibility for** any and all risk of bodily injury, death or property damage that may arise out of the undersigned participating in the event, or while on any premises in connection therewith for any purpose. It is agreed that if any portion of this agreement is held invalid, the balance shall notwithstanding, continue in full legal force and effect. As the undersigned, I have read and voluntarily sign this release and waiver of all liability and indemnity agreement, and further agree that no oral representations, statements or inducements apart from this written agreement have been made.

SIGNED: _____ DATE: _____

PRINT NAME: _____
PARENT/GUARDIAN'S NAME

STREET ADDRESS *CITY/STATE* *ZIPCODE*