

WAIVER AND RELEASE FROM LIABILITY FOR RE-ENACTMENT

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **Chemung Valley Living History Center** and its agents, promoters, officials, participants, employees, officers, directors, affiliates, successors, members, trustees, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the functions or activities, conducted by, on the premises of, or for the benefit of, **Chemung Valley Living History Center**, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities or function in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I recognize that there are serious risks involved with this activity including my proximity to open campfires, handling and use of black powder, discharge of small arms and cannons, the risk of injury attendant to movement of large groups of people, the presence and use of horses and/or other animals and risks associated with primitive camping. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity whether caused by the ordinary negligence of the released party or otherwise, with the exception of acts of gross negligence, or intentional, willful or wanton misconduct as indicated above.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with **Chemung Valley Living History Center**, including but not limited to participating in the re-enactment, using the facility, and its equipment in any manner, form or fashion, and practicing and/or engaging in re-enactment activities or other related activities on and off the premises including transportation to and from the re-enactment site.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **Chemung Valley Living History Center**, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Date

Printed Name

Signature