

**WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM LIABILITY
FOR RE-ENACTMENT**

I, _____, on behalf of _____
(hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **Chemung Valley Living History Center** and its agents, employees, officers, directors, affiliates, successors, members, trustees, 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 or CHILD ever had or may have, arising from or in any way related to CHILD'S 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 that said CHILD will participate in are inherently dangerous and may 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 CHILD'S 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. I understand and agree that CHILD, if under the age of 16, is prohibited from engaging in any use and firing of black powder small arms and cannons, either on the field of mock battle, or on the premises of this re-enactment. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me or my property, that I or said CHILD 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.

CHILD has the necessary and requisite skills to participate in all aspects of this re-enactment, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, 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 transportation to and from the function.

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 said CHILD and 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.

Medical Conditions. CHILD is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said CHILD should require emergency medical care:_____

Prohibited Activities. As a result of the above-mentioned medical conditions, I, on behalf of said CHILD, am prohibiting involvements in the following specific activities:_____

Date

Printed Name of CHILD

Printed Name of Parent (Guardian)

Signature of Parent (Guardian)