

PARTICIPANT RELEASE FORM & WAIVER OF RIGHTS

Please read this waiver and the complete rules and regulations carefully at www.ccbf.us.

[] CSA [] USA Unit or Battery Name and Affiliation _____

PLEASE PRINT CLEARLY

Cell phone Number _____ Alternate Phone Number _____ Email Address _____	Participant First and Last Name _____ Street Address _____ City, State & Zip Code _____ Emergency Contact: Name _____ Relationship _____ Phone Number _____ Email _____
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THE ABOVE DOES NOT NEED TO SIGN AGAIN BELOW. ONLY FAMILY MEMBERS MAY SIGN ON THE SAME WAIVER.

First Name	Last Name	Signature	Address (Street, City, Zip)	Phone Number
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**CEDAR CREEK BATTLEFIELD FOUNDATION
ACTIVITY WAIVER & RELEASE AGREEMENT**

I HEREBY ASSUME ALL RISKS OF PARTICIPATING IN THE ACTIVITIES AND EVENTS TO WHICH THIS AGREEMENT PERTAINS AND WITH REGARD TO MY PRESENCE IN AND AROUND THE CEDAR CREEK BATTLEFIELD FOUNDATION (“CCBF”) BATTLEFIELD AND OTHER SITES TO WHICH THIS AGREEMENT PERTAINS, as herein described, including by way of example but not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released and any dangerous or defective equipment items, facilities or property used, owned, offered, occupied, controlled or maintained by them. The activities and events to which this Agreement pertains (each individually and collectively referred to herein as “Activities”) include my presence, property, and all activities on, in or near any property owned, operated, used, or otherwise associated with CCBF, including but not limited to the Cedar Creek Battlefield, the Cedar Creek Battlefield Visitors Center, the Trench Property owned by CCBF, and all travel over and from such properties. For example, but not by way of limitation, the Activities may include reenactments, tours, parking, and spectatorship. This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I certify that I am physically capable, have sufficiently prepared or trained for participation in the Activities, and have not been advised not to participate by qualified medical personnel. I certify that there are no health-related reasons, problems or other concerns which would preclude or make unadvisable my participation in any of the Activities. I also hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) **I WAIVE, RELEASE AND DISCHARGE** to the extent possible by law, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur during or in connection with the Activities **THE FOLLOWING ENTITIES OR PERSONS:** The CCBF and any and all of its employees, directors, consultants, counsel, Members of the Board, volunteers, representatives, agents, assigns, successors, contractors, suppliers, vendors, event sponsors, co-occupants of any CCBF facility or property and donors (each individually and collectively referred to as “Released Persons”);

- (B) **I INDEMNIFY AND HOLD HARMLESS** all Released Persons its employees, directors, consultants, counsel, with regard to any claim that my participation in the Activities or other actions or inactions gave rise to any claim or otherwise causes liability. This indemnification relates to any claims, whether meritorious or not, and includes, but is not limited to, attorneys' fees and damage awards.
- (C) **I ACKNOWLEDGE** that there is a possibility that subsequent to the execution of this Agreement, including but not limited to the releases herein, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement. I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

I also recognize and accept that there are risks attendant to the Activity, including, but not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event, and lack of hydration, open campfires, primitive camping conditions, inaccessibility to medical assistance, handling and use of black powder, discharge of small arms and cannons, the risk of injury attendant to movement of large groups of people, and the presence and use of horses and/or other animals. The event is held on active farmland. I acknowledge the hazard of uneven surfaces, pits, holes, and other hazards inherent in this environment and accept full responsibility for these hazards as I might encounter. I hereby consent to receive medical treatment at my own expense which may be deemed advisable in the event of injury, accident, and/or illness during this event.

I hereby grant to the CCBF and its licensees, successors, and assigns the rights to make use of my appearance, actions, voice, sounds, name(s) and other attributes (each individually and collectively referred to "Appearance") and any part of them comprising or related to my attendance of or participation in the Activities, including, but not limited to Cedar Creek Battlefield reenactment(s), related activities (e.g., camp activities, the dances, etc.) and visits to sites or facilities in the Cedar Creek area (e.g., the Cedar Creek Battlefield, the Visitor's Center, the CCBF Trench Property, etc.). This grant shall be paid up and royalty fee, sublicensable, effective everywhere, perpetual, for an unlimited number of times, and shall include, but not be limited to, rights to photograph, film, depict, reproduce, distribute, record, transmit, store, display, communicate, make derivative and edited works and otherwise exploit my Appearance and any part of it, in and through any media or means now known or hereafter conceived. I understand that CCBF will rely on this grant and I fully intend it to have legal effect.

I specifically agree to follow the parking rules established by CCBF. I am aware that any infractions on my part may result in the towing of my vehicle at my sole risk and expense, and/or expulsion from the event and activities.

Any person found without a valid registration for the event will be treated as an illegal trespasser and will be subject to the remedies and penalties as provided by the laws of the Commonwealth of Virginia.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FULLY INTEND THIS AGREEMENT TO BE BINDING, HAVE LEGAL EFFECT AND INDUCE RELIANCE AND ALSO ACKNOWLEDGE THAT CCBF HAS PROVIDED GOOD AND VALUABLE CONSIDERATION, E.G., PERMISSION TO ME TO PARTICIPATE IN ACTIVITIES ON CCBF SITE(S) WHICH MAY BE WITHDRAWN OR RESCINDED AT ANY TIME.

Print Participant's Name

Signature of Participant

Date

Age (If Minor)

(If under 18 years old, Parent or Guardian must also sign below)

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Activities, and has agreed individually and on behalf of the child or ward, to the terms of this Agreement, including, but not limited to, the accident waiver and release of liability set forth above. For example, but not by way of limitation, the undersigned further agrees to save and hold harmless and indemnify the Released Persons from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said Released Persons because of any defect in or lack of such capacity to so act and release said Released Persons on behalf of the minor or the parents or legal guardian.

Print Participant's Name

Signature of Parent or Guardian

Date