

1st Michigan Engineers, Co. E

2009



Release of Liability, Assumption of Risk & Indemnification Agreement

Re-enacting is dangerous, and in consideration for being allowed to participate in reenacting events we require all participants and parents of participants to assume all participants and parents of minors must sign this agreement.

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 to me/us, or damage to my/our property, or to other persons or parties of their property. Such risks of loss, or injury includes, but are not limited to, burns, cuts, terrain conditional, heat prostration and related conditions, use of black powder, explosions, impact from debris, accoutrements, vehicles and/or weaponry, the failure to follow command orders.

INITIAL HERE _____ **INITIAL OF MINOR IF UNDER 18** _____

1. I acknowledge that reenacting, black powder shooting, and related activities are hazardous activities and that I have made a voluntary choice to participate in those activities despite the risks that they may present. In consideration of my being permitted to participate in the activities of the 1st Michigan Engineers. I agree to assume **ANY AND ALL RISKS OF INJURY AND DEATH** which might be associated with or result from my participation in 1st Michigan Engineers events or activities. Such risks of injury or death may be caused in whole or in part by: burns, cuts, terrain conditions, heat prostration and related conditions, gun powder explosions, impacts from debris, accoutrements, vehicles and/or weaponry, the failure to follow command orders, and rules and regulations of the 1st Michigan Engineers, rescue efforts or medical attention provided by anyone connected with the 1st Michigan Engineers, 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 still agree to assume any and all risk of injury and death which might be associated with or result from my participation in 1st Michigan Engineers events and activities.)

INITIAL HERE _____ **INITIAL OF MINOR IF UNDER 18** _____

2. I further release, waive, discharge and covenant not to sue the 1st Michigan Engineers, the organizers of any event, the trustees of, officers of, agents of, or members of the 1st Michigan Engineers, or any owner or lessor of any property on which the 1st Michigan Engineers conducts any activity from all liability myself, or any party claiming an interest through myself, for all loss or damage or demand therefore on account of injury to the person or property or death of myself, whether caused by their negligence or for any other reason, while preparing for, practicing for, traveling to or from, or participating in any 1st Michigan Engineers events.

INITIAL HERE _____ **INITIAL OF MINOR IF UNDER 18** _____

3. I further INDEMNIFY AND HOLD HARMLESS the parties released above and each of them from loss, liability, damage or claim they may incur due to the presence of my actions during the 1st Michigan Engineers activities whether caused by their negligence or otherwise.

INITIAL HERE _____ **INITIAL OF MINOR IF UNDER 18** _____

4. It is the intent of the undersigned that the above Release be as broad and inclusive as allowed by law and that if any portion is invalid, the remainder shall continue in full force and effect. This Release is entered into solely for the benefit of the 1st Michigan Engineers, its officers, trustees, agents, affiliations, and members when engaged in activities which promote the participation in the 1st Michigan Engineers sanctioned activities or the preparation for or travel to such activities, and do not confer a Release upon parties not acting in such a capacity.

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 inducements apart from the foregoing have been made. I consent to whatever medical care might be provided or available for injury occurring during the above activities.

Signature (Recruit): _____ **Date:** _____

Signature (Parent/Guardian): _____ **Date:** _____

Name (First, Middle, Last):		Birth Date:	Age:
Address:		City, State, Zip:	
E-mail Address (for dispatches & announcements):			
Home Phone:	Work Phone:	Cell Phone:	Emergency Contact Phone:
Emergency Contact Info:	Name:	Relationship:	
Do you have any physical or medical conditions restricting your activities? Yes No -- If yes, please describe: _____			
1st ME's OFFICIAL USE ONLY			
Date Received:	Date Approved:		