

AGREEMENT AND RELEASE FROM LIABILITY

Project/Activity Description: **CIVIL WAR DAYS**
SPONSORED BY: Reenactors of the American Civil War

Date(s) of Activity: **THURSDAY-SUNDAY, LAST WEEKEND IN APRIL**

Location of Activity: **CONE GROVE PARK, RED BLUFF, CA**

1. **I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE, AND TO RELEASE FROM LIABILITY THE COUNTY OF TEHAMA, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

2. In consideration of being permitted to participate in any way in Civil War Days on April 27-30, 2023, I, for myself, my heirs, personal representatives or assigns, freely agree to and make the following contractual representations and agreement:

I ACKNOWLEDGE THAT WAR REENACTMENTS ARE INHERENTLY DANGEROUS ACTIVITIES AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with other participants; the dangers arising from equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, lack of hydration, **THE RELEASEES' OWN PASSIVE OR ACTIVE NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. This release includes not only those risks inherent to the reenactment, but also any other risks arising from or related to this event. These risks are not only inherent to participants, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

____ **INITIAL**

Exhibit A

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the County of Tehama, its officers, agents, employees and volunteers (collectively "Releasees"), from and against any and all claims, suits, losses, damages, and liabilities of every name, kind, and description (including attorneys' fees and costs incurred) brought for, or on account of, death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs or actions of any kind, **INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN PASSIVE OR ACTIVE NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I now have or may hereafter accrue, sustained directly or indirectly in connection with, or arising out of, my participation in, observation of, or association with the event described herein, or travel to or return from such event. **IT IS MY INTENTION BY THIS INSTRUMENT, TO HAVE AGREED TO THE ASSUMPTION OF THE RISK, AND TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

I have carefully read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in Civil War Days. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the County of Tehama HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in the **Civil War Days** and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing Agreement and Release from Liability is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Agreement and Release from Liability, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

The undersigned warrants and represents that the undersigned has the full right and authority to execute this Agreement and Release from Liability concerning the above described activity and that the consent of no other person, firm or corporation is necessary in order to fully release the County of Tehama from any and all liability. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification.

____ **INITIAL**

Exhibit A

Dated this _____ day of _____.

Printed Name

Signature

Address: _____

Phone No. _____

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Printed Name of Parent or Guardian

Signature of Parent or Guardian