

PARTICIPANT RELEASE FORM & WAIVER OF RIGHTS

Please read this carefully as you are waiving certain legal rights by signing this Participant Release Form. See the complete revised rules for 2021 at www.ccbf.us.

CSA

UNIT/Battery NAME _____

USA

ONLY FAMILY MEMBERS MAY SIGN ON SAME WAIVER

DATE SIGNED: _____

RANK FIRST NAME LAST NAME SIGNATURE

RANK FIRST NAME LAST NAME SIGNATURE

RANK FIRST NAME LAST NAME SIGNATURE

RANK FIRST NAME LAST NAME SIGNATURE

Cell phone Number:

Participant Mailing Address:

Email address

Street _____

City _____

State & Zip Code _____

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, occupied, controlled or maintained by them. The activities and events to which this Agreement pertains (collectively referred to herein as "Activities") include my presence and all activities on, in or near any property owned, operated or otherwise associated with CCBF, including but not limited to the Cedar Creek Battlefield, the Cedar Creek Battlefield Visitors Center, Hupp's Hill and the Hupp's Hill Civil War Park and Visitor Center, Belle Grove Plantation, and all travel to and from such properties. For example, but not by way of limitation, the Activities may include reenactments, tours 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 fit, 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

concerns which would preclude or make unadvisable my participation in 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, Members of the Board, volunteers, representatives, agents, assigns, successors, contractors, suppliers, vendors, event sponsors, co-occupants of any CCBF facility or property and donors;
- (B) **I INDEMNIFY AND HOLD HARMLESS** the CCBF and any and all of its employees, directors, consultants, Members of the Board, volunteers, representatives, agents, assigns, successors, contractors, suppliers, vendors, event sponsors, co-occupants of any CCBF facility or property and donors 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 release 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 (collectively "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, Hupp's Hill Civil War Park and Visitor Center, Belle Grove, etc.). This grant shall be effective everywhere, perpetual, for an unlimited number of times, and shall include the rights to photograph, film, depict, reproduce, distribute, record, transmit, store, display, 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 Age Signature Date

(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. The undersigned further agrees to save and hold harmless and indemnify the CCBF and any and all of its employees, directors, consultants, members of the board, volunteers, representatives, agents, assigns, successors, contractors, suppliers, vendors, event sponsors, co-occupants of any CCBF facility or property and donors 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 or the parents or legal guardian.

Print Participant's Name

Age

Signature of Parent or Guardian

Date

Please read the complete Cedar Creek Battlefield Foundation Event Standards, Rules and Regulations prior to arrival. All persons shall read and are subject to and will abide by all rules and regulations as described.

