

# WORLD WAR II HISTORICAL RE-ENACTMENT SOCIETY, INC.

## WAIVER OF LIABILITY, RELEASE ASSUMPTION OF RISK & INDEMNITY AGREEMENT

The World War II Historical Re-Enactment Society, Inc., an Illinois Nonprofit Corporation, ("WWII HRS") hereby grants permission to the undersigned to participate in the WWII HRS sponsored re-enactment event to be held on \_\_\_\_\_, 20 \_\_\_\_ at (place) \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ on the following terms and conditions. In consideration thereof, the participant, and parents(s) or legal guardian(s), if participant is under the age of majority, hereby:

1. Waive, release and relinquish Releasees from any and all claims for liability and cause(s) of action, including for personal injury to themselves or others, property damage or wrongful death occurring to participant or spectator, if such casualty is caused by the below-named event participant, **or if caused by negligence or fault of others, including Releasees**, arising out of participation in the WWII HRS sponsored and hosted re-enactment event, and/or activities incidental hereto, whenever or however they occur and for such period said activities continue, and by this agreement any such claims, rights, and causes of action that participant may have are hereby waived, released and relinquished, and participant does so on behalf of participant's heirs, executors, administrators and assigns; Releasees include the WWII HRS, its members, officers and directors, event hosts, other participants, sponsors, if any, and the owners of the property where this event is being held.
2. Represent and warrant that he/she is qualified to participate in the re-enactment event. Acknowledge, understand and assume all risks relating to World War II re-enacting, and understand that World War II re-enacting involves risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefore and he/she has full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the Releasees identified in this document. He/she agrees to abide by and be bound under the By-Laws and Safety & Authenticity Rules of the WWII HRS and any and all rules and regulations that may be set forth by \_\_\_\_\_ other hosts of the re-enactment event.
3. Acknowledge that he/she has been provided and have read the above paragraphs and have not relied upon any representations of Releasees, that they are fully advised of the potential dangers of World War II re-enacting and understand these waivers and releases are necessary to allow World War II re-enacting to exist in its present form.
4. Agree if, despite this Release, the minor participant or anyone on the minor participant's behalf, makes a claim against any of the Releasees named above, parent(s) or legal guardians, if participant is under the age of majority, agree to defend, indemnify and save and hold harmless the Releasees and each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to the claim made against any of the Releasees named above, whether the claim is based on the negligence of the Releasees or otherwise.
5. Agree the State of Illinois, County of Champaign, shall be the sole jurisdiction and venue for any legal proceeding relating to or arising out of this Agreement or the above-described re-enactment event.
6. Agree WWII HRS may revoke permission at any time in its sole and absolute discretion.

### **PLEASE PRINT ALL INFORMATION**

Name \_\_\_\_\_ Unit \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone number (\_\_\_\_) \_\_\_\_\_

In case of emergency, please contact \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Parent or Guardian Signature (if participant in under the age of majority): \_\_\_\_\_

Date \_\_\_\_\_