

General Release of Liability and Agreement Not to Sue

MOORPARK EVENT: NOVEMBER 7-8, 2009

Since reenacting is dangerous, all participants and parents of participants assume all risks for themselves and their minor children by signing this General Release.

READ THIS DOCUMENT CAREFULLY!!!

YOUR LEGAL RIGHTS ARE INVOLVED HERE!!!

1. I acknowledge that Civil War reenacting, black powder shooting and related activities are hazardous activities. I am aware of the wide range of activities associated with battle reenactments, encampments, and Living History presentations (hereinafter simply referred to as the "reenactment"), and I have made a voluntary choice to participate in those activities despite the risks they may present. In consideration of my being permitted to participate in activities connected with the Moorpark Rotary Club Reenactment, I agree to assume **ANY AND ALL RISKS OF INJURY OR DEATH** which may be associated with, or result from, my participation in the events and activities associated with it. INITIALS _____

2. I further **RELEASE, WAIVE, DISCHARGE** and **COVENANT NOT TO SUE** the Moorpark Rotary Club, Richard S. and Linnea E. Brecunier, Tierra Rejada Ranch, the Underwood Family Farms, any party having an legal interest in the property on which the reenactment will take place, all reenactor participants in the reenactment, and their agents, employees, members, and volunteers, (hereinafter **THE PARTIES**) from all liability for myself, or any party claiming an interest through myself (including, but not limited to, my heirs, spouses, children and/or beneficiaries) for 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 the reenactment. INITIALS _____

3. I further **INDEMNIFY AND HOLD HARMLESS THE PARTIES** and each of them from loss, liability, damage or claim they may incur due to my actions during the reenactment, whether caused by their negligence or otherwise. INITIALS _____

4. It is the intent of the undersigned that the above release be as broad and inclusive as is allowed by law. If any portion is found by a court of law to be invalid, the remainder shall continue in full force and effect. This release is entered into solely for the benefit of **THE PARTIES**, their officers, trustees, agents, members and volunteers and others mentioned above when engaged in activities connected with the event, when engaged in activities which promote the participation in this event, or when engaged in the preparation for or travel to the event. It does not confer a release upon parties not acting in such a capacity. INITIALS _____

5. *I agree that photographs/slides/movies/videos may be taken in connection with my participation at this event without compensation to me. I freely consent to the use of my image in the foregoing for any reason that the Moorpark Rotary Club in its good judgment deems fit.* INITIALS _____

6. I list the names of my minor children below on whose behalf I am empowered to sign this release. **I hereby declare under the penalty of perjury of the laws of the State of California** that the information and the birth dates of my children listed in this application are true and correct. I consent to whatever medical care might be provided or available for injury occurring during the reenactment for myself and my minor children. I authorize the Moorpark Rotary Club to contract for medical treatment for my minor children which may be required as a result of illness or injury which occurs during the participation in or while traveling to or from the reenactment if I am not available or present when the need arises. INITIALS _____

7. I am familiar with the safety standards used by the **Fort Tejon Historical Association**. These include, but are not limited to, the minimum distance for **shooting** at another individual is **30 feet**, the **artillery safety zone** is **75 feet**, a **rammer upright** on the hub means that an **artillery piece is loaded and is about to fire**, and **crossed rammers above the artillery piece** means that **the gun has misfired and no one should approach it**. I am aware that safety is a paramount issue and that everyone should call a "**cease fire**" when an unsafe condition exists on the field. **I will never draw my ramrod from a weapon on the field.** INITIALS _____

8. I understand that my participation in the event can be terminated for any reason at anytime. INITIALS _____

9. I have read and understand this Release and all its terms and 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. INITIALS _____

PRINTED NAME SIGNATURE DATE

PRINTED NAME (Spouse, if applicable, also a party to this agreement) SIGNATURE DATE

STREET ADDRESS CITY STATE AND ZIP PHONE NUMBER EMAIL

PRINTED NAMES and BIRTH DATES OF MINOR CHILDREN TAKING PART IN THE REENACTMENT.