



**Assumption of Risk:** I understand that the Activities (1) in which I (or my child) will engage at or near the American Revolutionary War Living History Center a DBA of The Inn of the Patriots, LLC (hereinafter referred to as ARWLHC) involve inherent and other risks. Some of those risks are described on the back side of this Agreement and are incorporated here by reference. I acknowledge that the Activities are strenuous and/or dangerous and require a certain degree of physical condition, ability, maturity, and/or skill. I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the Activities. I do have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. **I understand that these Activities are not rides or amusement devices with guaranteed outcomes but are extreme sports and Activities involving modern and colonial activities at times to include weaponry firing, weaponry around the inn, small grenades and bombs, trap doors, hidden doors, stage equipment, darts, hatchets, axes, shooting, knife throwing and cutting, freezing conditions, old colonial moldy rags, tents and clothing filled with filth and spores causing hacking, wheezing and coughing while showcasing 1700's impressions, hammering, blacksmithing, pyrotechnic explosions, rockets and rocket brigades under his Majesty's Royal Army, signals shot or exploded, detonations, blowing and throwing and cannon firing to name just a few, which are not in my or other's control.** I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. ARWLHC cannot ensure my (or my child's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the thrill of the adventure. I choose to voluntarily participate (or allow my child to participate) and observe the Activities despite all risks. **I assume all inherent and other risks and accept responsibility for any property damage and loss, and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described in this document or not.**

In consideration of ARWLHC (2) providing services and facilities and allowing me (or my child) to participate in or observe the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my child) agree to forever release and discharge ARWLHC from and agree not to sue the ARWLHC for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child's) participation in the Activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes personal injury and property losses alleged to be caused by the negligence of ARWLHC to the fullest extent permitted by law.

**Indemnity:** I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney's fees) and hold ARWLHC harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child's) use of the property, facilities, and/or participation in the Activities, including claims that ARWLHC was negligent.

**Acknowledgement of Policies and Photo Waiver:** I acknowledge reading and understanding the ARWLHC Rules and Regulations relating to the Activities, facilities of the ARWLHC, and equipment and agree to comply with and abide by those Rules & Regulations. ARWLHC may take and use photographs, video, film and other images of me (or my child) participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to ARWLHC using those images for any purpose.

**Additional Provisions:** I agree that the substantive laws of North Carolina (but not any law that would apply the laws of another state) govern this Agreement and any dispute I have (or my child has) with ARWLHC and consent to jurisdiction in Cleveland County, North Carolina. Any mediation, suit, or proceeding will be entered into only in Cleveland County, North Carolina. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions.

I have read this Agreement, I understand its contents and I sign it voluntarily. **I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify ARWLHC for any claims arising from** my (or my child's) participation in the Activities. I understand that this Agreement has **no expiration date** and remains in effect at all times that I am (or my child is) observing or participating in the Activities and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

Name of Participant \_\_\_\_\_ Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_ Date of Birth \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Contact's Phone No \_\_\_\_\_

**Parent or Legal Guardian (if participant is under 18 years of age)** I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am Signing for a participant that is not my child, I agree to indemnify ARWLHC as provided in the Indemnity provision above for any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

Name of Parent/Guardian of Participant if Minor \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

## Inherent Risks

The following is a partial list of the inherent risks associated with the Activities at the ARWLHC. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks.

### **The ARWLHC Does Not Provide Onsite Medical Services.**

#### **All of the Activities at the ARWLHC expose participants to risk of:**

- Death
- Head trauma and facial injuries
- Fractures, dislocations, sprains, strains and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications associated with exposure to weather and physical exertion
- Impacts with other individuals or participants and/or their equipment
- Perils and hazards arising from other guests, reenactors or actors
- Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping and/or falling hazards and other types of contact with man-made and natural features
- Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff
- Remote locations that can delay the delivery of emergency medical services
- Loss of personal property

#### **War Canoes, Ships, Boats, Barges, Pirate floats, Submersibles, Rafting, Kayaking and other water based Activities more specifically expose participants to risk of:**

- Drowning or other complications associated with immersion in water
- Falling into water and/or swimming in turbulent water
- Becoming pinned or entrapped by items or obstacles in/on the water
- Colliding with rocks, boats and other items in the water
- Falling while entering or exiting any boats
- Motorized watercraft

#### **Biking, Climbing, Trekking, Exploring, Trapper Activities, Mountain Man Activities, Immersion into the world of the 1700's, Competitions, weapon firing, Battles whether planned/scripted/acted/sudden, Zipping, and all other land based Activities more specifically expose participants to risk of:**

- Falls from heights and obstacles and black powder explosions
- High speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period or colliding with rocks, trees, ground, and other objects
- Situations where other participants will be involved in providing safety support to the guest
- Opportunities to become lost even with a mock guide or actor and/or exposed to weapon discharge, burning, death, loss of limb, blindness and catastrophe
- Being bumped, pushed, struck by other actors, reenactors and guests during role-playing or in a battle, engagement or action

#### **ARWLHC Rules and Regulations**

- Observe all posted signs and warnings as well as obey all instructions provided by the ARWLHC staff
- Remain alert at all times and cease any activity a staff member orders including behavior not desired by any actor, guest or reenactor – if ordered to cease and refusal occurs, participants can be ejected out of the camp, world, Activities or event. The UNIVERSAL SIGN of a "T" – for TIME OUT can be used.
- All participants must have a Personal Flotation Device available when on or near water. If it is not a water borne battle or water show with spectators and river activities (or water activities) then ARWLHC requires a helmet on while on the water. All bikers must wear helmets at all times
- All participants must wear appropriate safety equipment and use all equipment in the manner directed by the ARWLHC
- Any person firing weapons MUST fully read and understand our complete set of four safety manuals and be quizzed
- We strongly recommend that all persons engaging in any activity on the water should be able to swim
- No personal items that can be lost should be brought along while engaging in any of the activities. ARWLHC is not and cannot be responsible for any guest's or employees personal property
- Smoking is not allowed on the front porch and allowed in designated areas only
- Inform your guide of any physical limitation or any safety concern you may have, but remember that ARWLHC cannot determine if you can safely participate. Persons that have physical limitations, are suffering any illness, or are pregnant should not engage in the Activities unless they have consulted their physicians
- Always remain in control of any weapon or blade of any type
- Do not engage any element or aspect of the Activities without the supervision or permission of the ARWLHC staff
- Do not drink alcohol prior to participating in or during any activity. In the case of overnight accommodations you may be awoken at any time of the night so our one drink maximum rule for a ceremonial toast is required by all. Anyone found hiding flasks, liquor or drugs agrees to a settlement of a fine up to \$10,000.00 and agrees to a wage garnishment order sent to their place of work, a letter explaining such to their Supervisor at work and public admonishment to include Social Media, billboards on interstates, magazine and newspaper ads and any other form of admonishment written or stated and agree this shall not be a violation or tort law, UCC, droit moral, libel or slander and willingly agree to such
- Children must be supervised by a parent or guardian at all times and cursing is only to be used around adults whether it is part of the 1700's or not

1 Activities are defined as all activities associated with or occurring at or near the ARWLHC and off-site sponsored locations, including, without limitation, rafting, kayaking, canoeing, rock climbing, biking, hiking, running, trail usage, eco-trekking, utilizing the challenge/adventure course, mountainman and mountainwoman competitions, mega-jump and zip line (traversing ropes suspended off the ground, potentially at great heights, swinging or traveling by a cable and pulleys and other such activities), spectating, battles, attacks, skirmishes, weapons demonstrations, cannon loading and firing, walking, animals, horses, horse riding and cavalry, balloon observation and special events.

2 ARWLHC means American Revolutionary War Living History Center, a DBA of The Inn of the Patriots, LLC., its directors, officers, employees, agents, volunteers, sponsors, and lessors.