

Assumption of Risk, Waiver of Liability, Indemnification, Hold Harmless Agreement, and Minor Permission to Participate

1. I, _____, in consideration for myself receiving permission to participate in Amtgard activities, hereby release, waive and discharge all people involved in or associated with Amtgard, Inc., including the subsidiaries thereof and their respective agents and employees, specifically including but not limited to, Amtgard The Kingdom of Tal Dagore, Inc. and _____, including the owners/managers of any property upon which activities are held, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever, to include actions based in NEGLIGENCE, arising out of or related to any loss, damage, or injury that may be sustained by myself, to my property, or to property in my possession, while participating in Amtgard activities or traveling to or from any program or activity where Amtgard events or gatherings of any kind are being conducted.
* Participant's initials _____ / Parent/Legal Guardian's Initials _____

2. I am fully aware of the risks and hazards connected with allowing myself, or my child, to participate in this activity, including the risk of physical injury, or disability or death as the result of such injury, and I hereby voluntarily assume such risks in participating in said activity. I voluntarily assume full responsibility of any risk of loss, property damage, or personal injury that may be sustained by me, or any loss or damage to property in the possession of myself, as a result of being engaged in such activity. I acknowledge and agree that the Releasees owe me no duty of care regardless of the actions taken by the Releasees to ensure, or not, my safety or the safety of others.
* Participant's initials _____ / Parent/Legal Guardian's Initials _____

3. I agree to **defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) Releasees with respect to any and all claims: (a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child's participation in these activities, and/or use of any equipment, facilities or premises; and/or (b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in these activities, and/or using any equipment, facilities or premises. This Release and Indemnity Agreement includes claims resulting from the Releasees' negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.
* Participant's initials _____ / Parent/Legal Guardian's Initials _____

4. I further agree to become familiar with the rules and regulations for my conduct and agree that I will not violate said rules or any directive or instruction made by the persons in charge and that I will further assume the complete risk of any activity done in violation of said rule, directive, or instruction.
* Participant's initials _____ / Parent/Legal Guardian's Initials _____

5. I also understand that I am urged to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the program or transportation to or from events and activities. I understand the Releasees will not be held responsible for any medical costs associated with any injury I may sustain.
* Participant's initials _____ / Parent/Legal Guardian's Initials _____

6. I hereby further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri and any dispute shall be finally resolved by the Saint Louis County Circuit Courts in Missouri. The parties shall endeavor to settle any dispute that arises by direct negotiation between the applicable board of directors or similar senior officers, but if direct negotiation does not result in a resolution of the dispute, either Party may require that it be referred to mediation through the MU Center for the Study of Dispute Resolution Mediation Clinic. Any dispute that is not settled by direct negotiation or by mediation may, at the election of either party, be finally settled under the Rules of the American Arbitration Association, by a volunteer arbitrator selected by the parties (if at all possible), or if no agreement on an arbitrator can be reached, by an arbitrator appointed in

accordance with said Rules. The costs of mediation, arbitration or litigation, if any, shall be borne by me. Releasees shall be entitled to recover reasonable attorney's fees in the enforcement of this agreement.

* Participant's initials _____ / Parent/Legal Guardian's Initials _____

7. If I am signing this Agreement as a minor, upon reaching the age of majority I hereby agree that my continued participation signifies, and is, my full and immediate ratification of the entire Agreement. I further agree that to disaffirm this Agreement, I must do so in writing and send the same to the registered agent for Amtgard The Kingdom of Tal Dagore, Inc. within 30 days of reaching the age or majority or it will be deemed ratified without the need for further participation.

* Participant's initials _____ / Parent/Legal Guardian's Initials _____

8. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract, or assurance of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement. It is my express intent that this Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns, and personal representatives, if I am not alive, and shall be deemed a full release, waiver, and discharge of the Releasees. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

* Participant's initials _____ / Parent/Legal Guardian's Initials _____

9. In signing this release, I acknowledge and represent that I have read the foregoing Agreement, understand it, and sign it voluntarily as my own free act and deed: no oral representations, statements, or inducements, apart from the foregoing agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute the release for full, adequate, and complete consideration, fully intending to be bound by the same.

* Participant's initials _____ / Parent/Legal Guardian's Initials _____

10. I understand that participation in Amtgard activities involves the risk of personal injury, including death, due to the physical, mental, and emotional challenges in the activities offered. Information about those activities may be obtained from the venue, activity coordinators, or local officers. I also understand that participation in these activities is entirely voluntary and requires participants to follow instructions and abide by all applicable rules and the standards of conduct. In case of an emergency involving my child, I understand that efforts will be made to contact me. In the event I cannot be reached, permission is hereby given to the medical provider to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for my child. Medical providers are authorized to disclose protected health information to the adult in charge and/or any physician or health care provider involved in providing medical care to the participant. Protected Health Information/Confidential Health Information (PHI/CHI) under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §§160.103, 164.501, etc. seq., as amended from time to time, includes examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant's parents or guardian, and/or determination of the participant's ability to continue in the program activities. **With appreciation of the dangers and risks associated with programs and activities including preparations for and transportation to and from the activity, on my own behalf and/or on behalf of my child, I hereby fully and completely release and waive any and all claims for personal injury, death, or loss that may arise against the Releasees, activity coordinators, and all employees, volunteers, related parties, or other organizations associated with Releasees during any program or activity.** NOTE: Releasees cannot continually monitor compliance of participants or any limitations imposed upon them by parents or medical providers.

* Participant's initials _____ / Parent/Legal Guardian's Initials _____

