

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY
FOR
MEMBERS OF THE 9th TEXAS INFANTRY.

I UNDERSTAND, ACKNOWLEDGE, AND AGREE AS FOLLOWS:

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT WHICH IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY, BUT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES WHICH ARE PROHIBITED BY LAW. By signing this Release, you give up any right you may have to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for any death however caused arising out of participation with the 9th Texas Infantry.

Reenacting can be a hazardous and dangerous activity, and events and activities related to or associated with reenacting can expose me to hazards and risks, both natural and artificial, which may result in harm, damage, personal injuries or death.
_____ (INITIAL)

My participation with the 9th Texas Infantry is entirely voluntary and I understand that participation, involves hazards and dangers that can result in harm, loss, damage, personal injuries, or death resulting from, arising out of, or related to all such usage. _____ (INITIAL)

READ CAREFULLY ** READ CAREFULLY ** READ CAREFULLY

I recognize the dangers involved in reenacting. I realize I am subject to injury from this activity and that no form of preparing can remove all of the danger to which I am exposing myself. I am aware of the safety policies of the 9th Texas Infantry and I assume responsibility in following them. _____ (INITIAL)

I acknowledge and understand that the Officers and NCOs of the 9th Texas Infantry will take every precaution to ensure my safety, however, that responsibility ultimately falls upon me. _____ (INITIAL)

In consideration of being permitted to participate with the 9th Texas Infantry, for myself and on behalf of my heirs, personal representatives and assigns, I hereby assume all risks and waive, release and discharge forever the 9th Texas Infantry, its Officers, NCOs and members from any and all liabilities, claims, demands, or causes of action of any nature, whether known or unknown, for any harm, loss, damage, injuries or death, due to negligence or any other cause, resulting from, arising out of, or in any way related to my participation in any drill, muster, reenactment, living history or recruiting function. _____ (INITIAL)

I will obey and comply with all rules, regulations, or instructions of the 9th Texas Infantry and its Officers and NCOs, and I have a responsibility to ask questions and clarify any rules, regulations, or instructions if I do not understand, fully comprehend, or have any doubts about any rule, regulation, or instruction. _____ (INITIAL)

I have an obligation and responsibility to myself, as well as other members of the 9th Texas Infantry, to conduct myself in a safe and responsible manner, and I will NOT participate in any event while under the influence of drugs or alcohol or suffering from or experiencing any condition that might impair me. _____ (INITIAL)

I REPRESENT AND ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND EACH AND EVERY PROVISION AND THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.

Name (print): _____

Signature: _____ Date: _____

Signature of parent/legal guardian required if enlistee is less than 18 years of age.

Parent/Guardian (print): _____

Parent/Guardian (sign): _____ Date: _____