



Site / Event Waiver – 15th Re-enactment Conference, Castle Mountain
10th-13th April (Easter) 2009.

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. You should seek professional assistance if you do not understand, or are unsure of the implications of signing this document.

This waiver MUST be signed by all persons over the age of 18 years attending the 15th Re-enactment Conference (hereafter referred to as “Conference”) whilst in the presence of a registering officer representing “Conference” for the purpose of witnessing that signature. In such case where an attendee is under the age of 18 years at the time of “Conference”, this waiver shall be signed on their behalf by a parent or guardian prior to admittance to the “Conference”. It is the responsibility of the parent or guardian of any persons under the age of 18 years as at the 10th April 2009 to inform them of, and ensure compliance with terms detailed in this waiver. The organizing committee for “Conference” will take no personal responsibility for the actions of and person under the age of 18 years as at 10th April 2009. Any person not prepared to sign this waiver may be prevented from entering the “Conference” site by the organisers.

1) THE ACTIVITY

The activity undertaken at “Conference” is historical re-enactment. It includes military and civilian re-enactment activities (hereafter referred to as “The Activity”).

2) ACKNOWLEDGEMENT

I acknowledge that :

- a) I am attending the “Conference” for the purpose of historical re-enactment
- b) “The Activity” organised by the “Conference” committee may be inherently dangerous. The activity may include, but not be limited to, a number of sub-activities. These may include re-enactment (mock) combat, archery, weapon throwing competitions, re-enactment of military drill, wrestling, re-enactment of military and/or civilian campsites and gaming (both competitive and social, physical and intellectual).
- c) “The Activity” is a dangerous recreational activity and may be so dangerous as to cause actual physical harm or death.
- d) Injury to me may occur as a result of participating in “The Activity”, and/or as a result of other persons participating in “The Activity”
- e) Property may be damaged as a result of participation in “The Activity”
- f) My participation in “The Activity” is voluntary
- g) A risk assessment has been made available for me to read and comment upon
- f) I have fully disclosed to the organisers any medical condition or allergy which may cause me to come to harm or harm others whilst participating in “The Activity”

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- g) I am aware of the dangers associated with the consumption of alcohol, drugs or other mind altering substances which may impair my judgment or physical ability or capacity to safely participate in “The Activity”.

3) RISK WARNING

- a) I acknowledge that I have been warned of the risks of “The Activity”
b) I acknowledge that there are risks associated with “The Activity” which may exceed those listed in part 2 above.
c) A risk assessment has been made available for my assessment and input at the time or registration for “The Activity”.
d) The organising committee for “Conference” or their representative at the point of registration for “The Activity” have made me aware of the fact that “The Activity” presents risks by way of an oral warning.

4) ASSUMPTION OF RISK

Notwithstanding the significant risks of physical harm and injury inherent in “The Activity”, some of which are noted above, I agree to participate in the activity at my own risk and of my own free will.

5) WAIVER, RELEASE & INDEMNITY

I agree to release and hold blameless the “Conference” committee, its servants, volunteer assistants, and any employees, from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in “Conference” whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract, or in any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the “Conference” committee, its servants, volunteer assistants, and any employees.

6) MISCELLANEOUS

- a) I agree to comply with all rules and directions made or given by the “Conference” committee or its representative whilst partaking in “The Activity” I understand that failure to comply with the rules and/or directions given by the Committee or its representative may result in loss, injury or death of myself or others. Further, I understand that failure to comply with rules and directions given by the “Conference” committee or its representative may be cause for me to be ejected from “The Activity”, and that in such circumstances no refund of monies paid will be given.
b) I agree to report all accidents, incidents, injury or loss or damage sustained by me to the “Conference” committee before I leave the site on which “The Activity” is undertaken

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c) I agree that if I suffer any injury or illness that the “Conference” committee may provide or arrange for evacuation, first aid or medical treatment on my behalf.

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Attendees Name

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Witness Name

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Attendees Address

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Witness Address

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Attendees Signature

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Witness Signature

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Date

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Date