

**RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in the **Escondido Renaissance fair** at Felicita Park April 27th & 28th & May 4th & 5th 2019, and all of its related pre- and post-event activities, I, for myself, my successor, heirs, assigns, executors, and administrators:

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility or area. Acknowledge that I fully understand that the use of black powder and horses in such activities is dangerous, and that my participation may **involve risk of serious injury or death**, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity; **(INITIALS)** _____
2. **ASSUME ANY AND ALL RISKS** of personal injuries to myself, including, but not limited to, medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity; **(INITIALS)** _____
3. **COVENANT NOT TO SUE** or present any claim for personal injury, property damage, or wrongful death against **Felicita Park Olde Tyme Productions, Inc., Visions in Time Foundation, Richard Pavia**, and all of their officers, agents, volunteers, or employees (hereinafter "**SPONSORS**"), as well as all of my fellow **REENACTORS** for acts related to my participation in the event or activity; **(INITIALS)** _____
4. To the maximum extent permitted by law, **RELEASE, WAIVE and DISCHARGE the SPONSORS**, as well as all of my fellow **REENACTORS**, from any liability, loss, damage, claim, demand or cause of action against them arising from attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise. I understand that this release applies to all parties listed herein.; **(INITIALS)** _____
5. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in this event or activity without compensation from the **SPONSORS** and consent to use of these photographs, pictures, slides, movies, or videos for any legal purpose; **(INITIALS)** _____
6. Warrant **that I am in good health and have no physical condition known to me** that would prevent me from safely participating in this event or activity; **(INITIALS)** _____
7. I list the names of my minor children below on whose behalf I am empowered to sign this release. I hereby declare 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 **SPONSORS** 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)**_____

I HAVE READ THIS DOCUMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, THAT I SIGN IT VOLUNTARILY, AND THAT I INTEND FOR IT TO BE ENFORCED TO THE MAXIMUM EXTENT OF THE LAW.

SIGNATURE _____ **NAME (PRINT)** _____

ADDRESS _____
STREET CITY STATE ZIP

PHONE _____ **EMAIL ADDRESS** _____

MINOR'S NAME(S) _____ **DOB** _____