

ENGAGEMENT AT BURKITTSVILLE

September 9, 10, 11, 2005, Burkittsville, MD

LIABILITY RELEASE AND INDEMNITY AGREEMENT

I (print) _____, (and if minor, the legal guardian or parent whose signature appears below), in consideration of the acceptance of my voluntary enlistment in the Engagement at Burkittsville event (hereafter known as the "Event"), do hereby agree to **RELEASE and HOLD HARMLESS** the committee for the event, Friends of South Mountain State Battlefield; South Mountain Heritage Society; the Town of Burkittsville; Mr. Paul Gilligan; Dr. Jerry Milnie; all other participants; agents, employees, volunteers, officers, directors, members, licensees or assigns of the aforementioned organizations (collectively the "Released Parties") for any injury, death, property damage or financial loss of any kind received or suffered by me due to participation in the Event, regardless of wither such injury , death, damage or loss arises from the negligence of any Released Party or otherwise. I also agree to **INDEMNIFY and HOLD HARMLESS** all the Released Parties of any injury, death, property damage or financial loss of any kind caused by me through my participation in the Event.

I understand that reenacting and living history may be considered hazardous activities; and I am aware of, and assume ALL POTENTIAL RISK associated with such activities. I understand the Event and committee and their officers make no warranty, expressed or implied, as to the condition, safety, or use of any equipment, materials, or other property used or supplied by any of the Released Parties during the Event.

I, the undersigned (or legal representative) have carefully read and understand this agreement and all its terms. I understand this is a **RELEASE OF LIABILITY** which will legally prevent me or any other person on my behalf from filing or making any other legal claim against any of the Released Parties for the damages in the event of my death or any injury to me or my property.

I, also agree to allow the above named organizations to use my image for publicity, films, or other pictures as the group sees fit.

I enter into this agreement freely and voluntarily, and stipulate that this release and indemnity agreement shall be binding upon my successors and assigns.

Signature: _____ Date: _____

Witness: _____

If a minor, signature of

Parent or Guardian: _____ Date: _____

Guardian Name (print): _____