

ROCKFORD PARK DISTRICT MIDWAY VILLAGE MUSEUM

RELEASE AND INDEMNITY AGREEMENT

In consideration of the permission extended to me by the Rockford Park District and Midway Village Museum to participate in _____, and for other valuable consideration, I _____ (Please Print name)

for myself, my heirs, executors, administrators and assigns do hereby **FULLY AND FOREVER RELEASE AND DISCHARGE** the Rockford Park District and Midway Village Museum and re-enactment organizers and their commissioners, employees, servants, agents, successors, assigns, directors, independent contractors, representatives, and all persons whomsoever directly or indirectly liable, from any and all other claims and demands, action and causes of action, damages, cost, loss of services, expenses, and any and all other claims of damages whatsoever, both in law and equity, on account of, or in any way resulting from, personal injuries, conscious suffering, death, or property damages suffered by me, arising out of any of the activities on the premises of the aforesaid event in any way associated with the aforescribed Historical Living History and Re-Enactment Weekend, specifically including but not limited to any battle re-enactment activity, the use of any vehicles, cannons or hand-held firearms, or bladed weapons in the re-enactment, driving vehicles and horseback riding. This agreement is also intended to include any personal injuries, conscious suffering, death or property damage incurred or resulting in any way connected with or arising out of instructions, training and directions received in the course of any of the activities described or mentioned herein.

Furthermore, in consideration of the foregoing premises I do, for myself, my heirs, executors, administrators and assigns, hereby expressly stipulate, covenant and agree to **INDEMNIFY AND FOREVER HOLD HARMLESS** the aforesaid Rockford Park District and Midway Village Museum and re-enactment organizers and their commissioners, employees, servants stockholders, agents, successors, assigns, officers, directors, independent contractors, representatives, and all other persons whomsoever against and from any and all actions, causes of action, claims and demands for damages, judgments, executions, costs, loss of services, expenses, compensation, including reimbursement for all legal costs and reasonable legal fees incurred or paid by the aforesaid indemnified parties or any of them, for the investigation, prosecution or defense of such action, cause of action or claim or demand for damages, whatsoever, which hereafter arise, or are instituted or recovered against the aforesaid Rockford Park District and Midway Village Museum and re-enactment organizers and their commissioners, employees, servants, agents successors, assigns, officers, directors, independent contractors, representatives or any other person or persons whomsoever, by me or any other person whomsoever, whether the purpose of making or enforcing a claim for damages on account of personal injuries, conscious suffering, death, or property damage sustained by me, or whether for the purpose of enforcing a claim for damages of any nature by any person whomsoever, on account, or in any way resulting for my negligent, willful and wanton, or intentional act or actions.

I further acknowledge that I am familiar with the nature of the activities that occur and take place in the course of a Historical Living History and Re-Enactment Weekend, and I am cognizant of the danger to my person and property presented by my participation therein; and, in accordance with this agreement, do assume such risks solely to myself. I specifically further acknowledge that I am also aware of the peculiar dangers that exist in the operations of firearms and antique and replica weapons (including but not limited to cannons, howitzers, fieldpieces, rifles, shotguns, carbines, revolvers and pistols, machine guns, etc.) in re-enactment events; in the operation of bladed or edged weapons (including but not limited to swords, sabers, aces, bayonets, knives, etc.) in re-enactment events; and in motor vehicle activities (whether I am mounted or on foot) associated with re-enactment events.

PHOTO RELEASE

I hereby give my consent to the Midway Village Museum and the Rockford Park District to photograph me (or my child), and without limitation, to use such photographs in connection with any of the work of said Museum and Park District without consideration of any kind. I do hereby release said Museum and Park District from any claims whatsoever which may arise in said regard.

I HAVE READ THIS RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN THE SAME AS MY OWN FREE ACT. THE TERMS OF THIS RELEASE AND INDEMNIFICATION AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL AND CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO

Signature of Participant

Date

Phone

Printed Name

E-mail

Address

City

State Zip