

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND PARTICIPATION AGREEMENT

I, the undersigned, explicitly agree, understand and acknowledge that the practices or events that I am attending and participating in are being presented by the Realm of Numenor, an Illinois non-profit organization, by and through its officers, directors and agents (collectively hereinafter as "Hosts"). **IN:**_____

I, the undersigned, explicitly agree, understand and acknowledge that participation in the events and the practices of Numenor is for purposes of engaging in medieval reenactment. Such reenactment includes, but is not limited to, medieval fighting which involves strenuous physical encounters between myself and other fighters. Such strenuous physical encounters carry a substantial risk of leading to serious physical discomfort, bodily harm, great bodily harm, permanent disfigurement or impairment, or death. **IN:**_____

By signing this release form, I give my full consent to such contact and physical activities that may result in the above physical conditions. I hereby acknowledge that I fully realize during my voluntary participation that I will always at all times have the option of withdrawing from participation in any activity, and that it is my personal responsibility to decide which activities I will participate in. I hereby also represent that I am physically and emotionally fit to engage in these activities. I also acknowledge that the Hosts are under no obligation to require me to prove my degree of health or fitness. I further acknowledge and accept that at any time during my participation I may be exposed to a substantial risk of personal injury or death arising out of negligence, gross negligence, and intentional acts due to the very nature of the medieval reenactment. The Hosts make no representation or claims as to the condition or safety of the land, structures, or surroundings whether or not leased, operated, or maintained by the Hosts. It is my responsibility to examine the premises and determine whether the location is suitable for activities. **IN:**_____

The undersigned acknowledges knowing and agreeing to comply with all policies and procedures relating to Numenor and Belegarth Medieval Combat Society. The Hosts reserve the right to revoke or terminate the undersigned's privileges for any reason. **IN:**_____

I understand that the Hosts do not warrant, expressly or implicitly, any food, drink, or services available to attendees offered by the Host or other third party vendors. All things offered by the Hosts are "as is", with no warranty or duty of care, implied or expressed. **IN:**_____

I acknowledge that through my own actions I may be liable for injuries to persons or property. **IN:**_____

By signing this agreement and as part of the consideration for being permitted to attend the activities, it is my knowing and voluntarily stated intention to assume all risks involved in participation, and I expressly release the Hosts from any responsibility or liability for any injury, physical or emotional, that I may sustain while participating in the activities. I fully understand and agree that the Hosts will not be held liable for any injuries, damages, or death. **IN:**_____

I agree for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this Agreement, I or my successors shall be liable for the expense (including but not limited to all legal fees) incurred by the other party or parties. The Hosts have no authority to modify this agreement orally. A waiver of any provision of the Agreement shall not be construed as a modification of any provision, or as consent to any other subsequent waiver modification. This Agreement shall be interpreted in a manner to best effectuate the intent of the parties. If any term, clause, or provision of this Assumption of Risk, Release from Liability and Participation Agreement is held to be illegal, invalid or unenforceable, the least amount possible should be stricken and then the remainder will remain valid and enforceable. **IN:** _____

The undersigned acknowledges that Hosts do not carry any insurance for my person or my property and that the undersigned will be solely responsible for any and all damages which may arise from their attendance at the practice or event as against the Hosts. The undersigned is encouraged to have a medical examination and obtain health insurance prior to any and all participation. Practices and events may be held in locations where access to medical care may be remote. Hosts are not responsible for providing any medical care at the practice or event. **IN:** _____

I understand that I am responsible for any minor which accompanies me to any practice or event of the Host, or minor whom I permit to attend the event of the Host. I agree to release from liability, indemnify, and hold harmless the Hosts from any damages which may arise from their attendance at the practice or event. **IN:** _____

This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the State of Illinois for jurisdiction, and the County of Champaign as venue for any disputes between the parties. **IN:** _____

I FULLY UNDERSTAND THAT THIS DOCUMENT WILL ACT AS A COMPLETE BAR TO ANY RECOVERY, IN ANY SUIT, AGAINST THE HOSTS AND IS BINDING ON MY HEIRS AND ASSIGNS. I AGREE TO RELEASE FROM LIABILITY, INDEMNIFY, AND HOLD HARMLESS THE HOSTS FROM ANY DAMAGES WHICH MAY ARISE FROM MY ATTENDANCE AT THE PRACTICE OR EVENT. IN: _____

I have fully read, understand and agree to everything written in this Agreement.

Signature: _____ Date: _____

Printed Name: _____ D/O/B: _____

Fighting Name: _____ Realm: _____ Phone # : () _____

(If Applicant is under 18 years of age, a custodial parent or legal guardian must sign and have notarized Page 3 of this Agreement, and initial the paragraphs above).

State of _____)
County of _____) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person, and acknowledged that he/she signed, said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20__.

[Seal]

Notary Public

My Commission Expires _____, 20__.