

Amtgard: Kingdom of the Wetlands Liability Waiver

PLEASE READ THIS FORM IN ITS ENTIRETY BEFORE SIGNING.
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

IF PARTICIPANT IS UNDER 18 YEARS OLD, THIS RELEASE MUST ALSO BE SIGNED BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN*. PARTICIPANT AGREES TO ABIDE BY AND ACCEPT THE TERMS SET OUT ON SIGNS ON OR NEAR THE PUBLIC AND PRIVATE PROPERTIES USED BY AMTGARD: KINGDOM OF THE WETLANDS, INC. ("WETLANDS").

By participating in any Wetlands' activity, the participant ("Participant") named below (and his or her parent or legal guardian on his or her behalf) hereby RELEASES AND FOREVER DISCHARGES the **Amtgard: The Kingdom of the Wetlands, any public or private properties used by the Wetlands**, and their respective officers, members, owners, employees, agents, representatives, independent contractors, and affiliated persons and entities (collectively, the "Released Persons") from any and all liabilities and claims of any kind (including without limitation personal injury, property damage, or death), which Participant or his or her legal representatives, has or may in the future have, whether known or unknown, arising out of Participant's participation in any Wetlands' activity (collectively, the "Released Claims"). Each person agrees to INDEMNIFY AND HOLD THE RELEASED PERSONS HARMLESS from all claims, judgments, expenses and costs, including but not limited to attorney's fees, incurred in connection with any claims brought as a result of Participant's participation in Wetlands' activity.

This Release is binding even if the risks and liabilities being released arise out of negligence or carelessness of one or more of the Released Persons. This Release is binding on Participant's legal representatives, heirs, or assigns.

Participant (and his or her parent or legal guardian where applicable) agrees to be solely responsible for Participant's safety and to take every precaution to provide for Participant's safety and well-being while participating in any Wetlands' activity. Each person signing this Release acknowledges the possibility that Participant and/or his or her legal representatives may not fully know the number or magnitude of all the Released Claims, but nevertheless intends to **ASSUME THE RISK** of Participant in any Wetlands' activity.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant's Amtgard Name (please print): _____
Participant's Legal (Mundane) Name (please print): _____
Participant's Legal Address: _____
Participant's Legal Signature: _____
Date: _____

IF UNDER 18, PARENTAL CONSENT

And I, the minor's parent and/or legal guardian, understand the nature of Wetlands' activities and the minor's experience and capabilities and believe that the minor is qualified to participate in any Wetlands' activity. I hereby release, forever discharge, and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Released Persons from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Released Persons or otherwise, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Released Persons, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Released Persons from any litigation, expenses, attorney's fees, loss liability, damage or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Parent or Legal Gaurdian's Legal Name (Please print): _____
Parent or Legal Gaurdian's Legal Signature: _____
Parent's Legal Address: _____
Phone: _____ Date: _____

***NOTE:** A legal guardian must be appointed or approved by a court. For example, a camp counselor or school chaperone **IS NOT** a legal guardian for children under his or her supervision. A note or handshake from a parent **IS NOT** sufficient to establish legal guardianship.