

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of Amtgard activities organized by Illinois Live Action Role Playing Incorporated, and/or use of the property, facilities and services of Illinois Live Action Role Playing Incorporated, I, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Amtgard International, Inc., Riverland Games, Inc. and all of its subsidiaries and programs, Illinois Live Action Role Playing Incorporated and all of its subsidiaries and programs, affiliated local organizations and their programs, Owners/Managers/Organizers of any property upon which activities are held or events where activities are held.

Participant's initials \_\_\_\_\_ Legal Guardian's Initials (for minors only) \_\_\_\_\_

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge all parties involved in or associated with Amtgard International, Inc., Riverland Games, Inc. and all of its subsidiaries and programs, Illinois Live Action Role Playing Incorporated and all of its subsidiaries and programs, affiliated local organizations and their programs, Owners/Managers/Organizers of any property upon which activities are held or events where activities are held; for personal injury, sickness (including COVID-19), or death, loss or damage arising out of my or my family's use of or presence upon the facilities of Illinois Live Action Role Playing Incorporated, whether caused by the fault of myself, my family, Illinois Live Action Role Playing Incorporated or other third parties.

Participant's initials \_\_\_\_\_ Legal Guardian's Initials (for minors only) \_\_\_\_\_

**3. INDEMNIFICATION.** I agree to indemnify and defend all parties involved in or associated with Amtgard International, Inc., Riverland Games, Inc. and all of its subsidiaries and programs, Illinois Live Action Role Playing Incorporated and all of its subsidiaries and programs, affiliated local organizations and programs, Owners/Managers/Organizers of any property upon which activities are held or events where activities are held; against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Illinois Live Action Role Playing Incorporated.

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**4. FEES.** I agree to pay for all damages to the facilities of all parties involved in or associated with Amtgard International, Inc., Riverland Games, Inc. and all of its subsidiaries and programs, Illinois Live Action Role Playing Incorporated and all of its subsidiaries and programs, affiliated local organizations and programs, Owners/Managers/Organizers of any property upon which activities are held or events where activities are held; caused by any negligent, reckless, or willful actions by me or my family.

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**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Illinois law.

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**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Illinois Live Action Role Playing Incorporated has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

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**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

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**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

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**9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

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**10. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_  
(Relationship: \_\_\_\_\_) at \_\_\_\_\_ .

Should the need arise and I am incapacitated or otherwise incapable, I permit the Releasees to acquire emergency services on my behalf. If your Emergency Information Form is accessible at the time of the emergency and the emergency does not pose a risk to my life, limb or eyesight, the emergency contact listed will be called. Should the emergency contact or your Emergency Information Form be unavailable or the emergency poses a risk to my life, limb or eyesight, public emergency responders may be called. The risk assessment will be determined by whomever takes charge of the emergency situation.

Participant's initials \_\_\_\_\_ Legal Guardian's Initials (for minors only) \_\_\_\_\_

**11. MEDIA RELEASE.** Without expectation of compensation or other remuneration, now or in the future, I hereby give my consent to Amtgard International, Inc., Riverland Games, Inc. and all of its subsidiaries and programs, Illinois Live Action Role Playing Incorporated and all of its subsidiaries and programs, affiliated local organizations and their programs, Owners/Managers/Organizers of any property upon which activities are held or events where activities are held, to use my image and likeness and any statements from me in its publications, advertising or other media activities (including the Internet).

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**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

**PARTICIPANT:**

Date of Birth: \_\_\_/\_\_\_/\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**LEGAL GUARDIAN:**

Relationship to Participant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**Park Officer Signature Witness/Identification Validation**

(Check a government photo ID such as Driver's License, State I.D., Passport, Military ID, etc. of every signor)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the above named individual(s), who has produced the below identification.

ID Type: \_\_\_\_\_ (do not include numbers)

Checked/Witnessed By: \_\_\_\_\_/\_\_\_\_\_

(Legibly print legal name and sign)