

THE NORTHERN EMPIRE OF AMTGARD INC.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**



WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE - PLEASE READ CAREFULLY

To: The Northern Empire of Amtgard Inc.

**PARTICIPANT INFORMATION:**

Participant's name ("Participant"): \_\_\_\_\_

Birth date: \_\_\_\_\_ Gender: \_\_\_\_\_

Parent/Guardian's names (If Participant is under 18 years of age): \_\_\_\_\_

Home address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Emergency Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Relation to Participant: \_\_\_\_\_

**CONSIDERATION & ASSUMPTION OF RISKS:**

**CONSIDERATION:**

I, the Participant, in consideration of being permitted by The Northern Empire of Amtgard Inc. (hereinafter referred to as "The Northern Empire") to attend and participate in the programs, activities and events organized and offered by The Northern Empire (hereinafter referred to as the "Events") , hereby agree as follows:

**ASSUMPTION OF RISKS:**

I understand my participation in the Events involve inherent risks, dangers and hazards, including but not limited to the following:

- a) Physical contact with other participants;
- b) Being struck by or colliding with other participants, spectators or equipment;
- c) Falling or tripping on the ground or on uneven or rough surfaces;
- d) Executing strenuous and demanding physical techniques;
- e) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
- f) Exerting and stretching various muscle groups;
- g) Extreme weather and temperature conditions which may result in heatstroke, sunstroke or hypothermia;

- h) Injuries from insects, such as bees, wasps, mosquitoes, ticks, and potentially other forms of wildlife;
- i) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- j) Travel to and from any Events organized by The Northern Empire, and
- k) Injuries occurring on The Northern Empire's or any third party premises and facilities, including but not limited to lands, buildings, locker rooms, stairways and parking lots.

Furthermore, I am aware:

- a) That injuries can be severe;
- b) That I may experience anxiety while challenging myself during the Events;
- c) That I may come into close contact with other participants;
- d) That my risk of injury is reduced if I follow all rules and regulations of the game of Amtgard; and
- e) That my risk of injury increases as I become fatigued.

**I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, harm, illness, death, property damage or loss, resulting therefrom, and responsibility for losses, costs and damages, however caused, that I incur as a result of my participation as a Participant in the Events.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

I, the Participant, in consideration of being permitted to participate in the Events, hereby on behalf of myself, my personal representatives, assigns, heirs and next of kin, freely and voluntarily, without duress, execute this Release under the following terms:

- TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the The Northern Empire, its past and present directors, officers, officials, members, employees, volunteers, affiliates, agents and representatives (all of whom are hereinafter collectively referred to as the “**Releasees**”) arising from my participation in the Events;
- TO RELEASE THE RELEASEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS from any and all liability (including but not limited to liability for negligence), claims, actions, suits, demands, causes of action, for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the Events, due to any cause whatsoever;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES and their respective successors and assigns from any and all liability, claims, actions, causes of action and demands of whatever kind or nature, either in law or in equity, whether foreseen or unforeseen, which arise or may hereafter arise from my participation in the Events, for any damage to property of, or personal injury to, any third party, resulting from my participation in the Events and for any costs involved in connection with such claims.

**MEDICAL RELEASE:**

- I UNDERSTAND THAT none of the Releasees carries or maintains health, medical or disability insurance coverage for any participants in the Events. It is my responsibility to ensure I have adequate medical, personal health, dental and accident insurance coverage, as well as protection for my personal possessions;
- I UNDERSTAND THAT the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage;
- I CONFIRM that I have consulted with my physician and I have no medical issues that prevent me from fully participating in the Events;
- I HEREBY RELEASE AND FOREVER DISCHARGE the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me by The Northern Empire's representatives or others in connection with an emergency arising as a result of my participation in the Events. Should a medical emergency arise and I am unable to give permission at the time, I will be required to authorize any medical and/or surgical care, including diagnosis and treatment, to be given by any hospital or clinic selected by The Northern Empire's representative.

**GENERAL:**

- I EXPRESSLY AGREE that the Releases, Assumption of Risks, Waivers and Indemnities contained in this Agreement are intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, Canada, and that this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada, applicable therein. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions, which shall continue to be enforceable;
- THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I UNDERSTAND that if I have any questions regarding this Agreement, I should consult a lawyer prior to executing the Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Participant signature \_\_\_\_\_

Witness signature \_\_\_\_\_

Print Participant name clearly \_\_\_\_\_

Print witness name clearly \_\_\_\_\_

**This Agreement must be completed in full, signed, dated, and witnessed and returned to The Northern Empire prior to participation in any Events.**

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE:**

**Release for and on behalf of Minor Participant:**

I/We \_\_\_\_\_ the undersigned \_\_\_\_\_ Parents/Guardian(s) of the Participant \_\_\_\_\_ (*name*) execute the foregoing Release for and on behalf of the Participant named herein. I/we hereby bind myself/ourselves, the Participant, and all our heirs and assigns to the terms of this Release. I/We represent that I/We have legal capacity and authority to act for and on behalf of the Participant named herein, and I/We agree to indemnify and hold harmless The Northern Empire and other Releasees named above for any claims or liabilities assessed against them as a result of any insufficiency of my/our legal capacity or authority to act for and on behalf of the Participant in the execution of this Release.

\_\_\_\_\_  
Parent/Guardian's Name      Parent/Guardian's Signature      Date Signed

\_\_\_\_\_  
Parent/Guardian's Name      Parent/Guardian's Signature      Date Signed

\_\_\_\_\_  
Witness' Name      Witness' Signature      Date Witnessed