

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**  
**MAINE ADVENTURE SOCIETY INC**

**THIS IS A CONTRACT, AND IT WILL AFFECT YOUR LEGAL RIGHTS.**  
**READ THIS CONTRACT CAREFULLY BEFORE SIGNING!**

**Participant's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

- I.** THE MAINE ADVENTURE SOCIETY ("MASI") is the organizer and operator of live action roleplaying events and other related events (collectively, the "Games"). In exchange for allowing the undersigned (the "Participant") to participate the Games, MASI requires that the Participant read and agree to the terms of this Release of Liability and Assumption of Risk contract (the "Contract") by signing and dating below.
- II.** Participation in the Games can be dangerous as it involves, among other things: **(i)** the Participant participating in combat using foam weapons as well as foam projectiles traveling at speeds that could cause bodily damage, including severe damage to the eyes; **(ii)** the Participant being in and running in areas (including wooded areas) that contain uneven footing, such as stairs, ramps, platforms, rocks, roots, tree limbs, and various debris, on which the Participant could trip and fall or otherwise be injured; **(iii)** the Participant being in and running in inside and outside areas (including wooded areas) that are dark or dimly lit, including dark areas that contain uneven footing; and **(iv)** the Participant being with other participants who may run into, hit, trip, or otherwise injure the Participant. The Participant understands that the obvious and necessary risks inherent in her/his participation in the Games include, but are not limited to, **THE RISK OF DEATH, THE RISK OF SERIOUS BODILY INJURY, AND THE RISK OF SERIOUS EMOTIONAL INJURY**, and the Participant **UNDERSTANDS, ACCEPTS, AND ASSUMES** all the inherent dangers and risks of participating in the Games.
- III.** The Participant represents that she/he is now in good health and is in sufficient physical condition to participate in the Games and does not now suffer, and has not suffered in the past from any physical, mental, or emotional condition that could in any way impair her/his ability to safely participate in the Games.
- IV.** The Participant, for herself/himself and her/his heirs, estate, assigns, guardians, and personal representatives: **(i) RELEASES MASI**, the owner(s) of the sites where the Games are being played (collectively, the "**SITE OWNER**"), Peter L. McFarland, Margret A. McFarland, Truax O. McFarland, Mike Booker, Adam Littlehale, Kevin Hamor and their respective directors, officers, members, managers, employees, staff, volunteers, and agents from **any and all liability** for any injury or death arising out of or otherwise related to the Participant's participation in the Games, even if such injury or death **WAS CAUSED BY NEGLIGENCE**; and **(ii)** further agrees to **INDEMNIFY AND HOLD MASI, THE SITE OWNER**, and their respective directors, officers, members, managers, employees, staff, volunteers, and agents **HARMLESS** against and from any and all actions, causes of action, claims, expenses (including attorneys' fees), and demands of any kind that may arise from or in connection with the Participant's participation in the Games.
- V.** IF MASI, THE **SITE OWNER**, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, STAFF, VOLUNTEERS, OR AGENTS ARE FOUND TO BE LIABLE FOR ANY INJURY OR DEATH SUFFERED BY THE PARTICIPANT ARISING OUT OF OR RELATED TO THE GAMES REGARDLESS OF THE PARAGRAPH IMMEDIATELY ABOVE, THEN **IN NO EVENT SHALL ANY SUCH PARTIES, IN THE AGGREGATE, BE LIABLE TO THE PARTICIPANT OR HER/HIS HEIRS, ESTATE, ASSIGNS, GUARDIANS AND PERSONAL REPRESENTATIVES FOR ANY AMOUNT IN EXCESS OF \$1,000.**
- VI.** **IN NO EVENT** SHALL MASI, THE **SITE OWNER**, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, STAFF, VOLUNTEERS, OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, **LOSS OF SALARY OR WAGES, PAIN AND SUFFERING, OR LOSS OF CONSORTIUM**, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY OR OTHERWISE, EVEN IF ANY SUCH PARTIES HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
- VII.** The Participant understands and acknowledges that any health insurance, disability insurance, life insurance, or other insurance that the Participant has may not provide any benefits as a result of death or injury from participation in the Games.
- VIII.** The Participant represents that she/he has read and is familiar with MASI's policies, safety procedures, and conditions regarding Game participation. The Participant promises that she/he shall participate in the Games only in accordance with such rules, policies, procedures, and conditions. The Participant further promises: **(i)** to avoid inflicting harmful or offensive physical contacts upon others involved in the Games; **(ii)** to remain in the designated playing area of the Games while playing the Games; **(iii)** to avoid running or chasing others across uneven or otherwise dangerous terrain; **(iv)** to avoid running or chasing others under conditions that are not safe (i.e. rough terrain, conditions too dark to run safely, etc.) **(v)** not to use, be under the influence of, and/or possess alcohol or illegal drugs at any Game.

- IX.** The Participant promises to use her/his best efforts to seek clarification and instruction from **MASI** staff members regarding any rule, policy, safety procedure, condition, or any other aspect of the Game that the Participant does not understand.
- X.** The Participant agrees that **MASI** may photograph, audiotape, or videotape her/him during the period that the Participant is in attendance at any Game. The Participant acknowledges that **MASI** will be the sole owner of all such photographs, audiotape, or videotape.
- XI.** The Participant understands and acknowledges that in the event any provision of this Contract is found unenforceable under applicable law, the remaining provisions of this contract shall nonetheless be enforced to the maximum extent permitted by law.
- XII.** **BY SIGNING BELOW, THE PARTICIPANT REPRESENTS AND WARRANTS THAT SHE/HE HAS CAREFULLY READ THIS CONTRACT AND FULLY UNDERSTANDS ITS CONTENTS, INCLUDING THE PARTICIPANT'S PERSONAL ASSUMPTION OF RISK AND THE RELEASE OF LIABILITY. THE PARTICIPANT FULLY UNDERSTANDS THAT, BY SIGNING BELOW, SHE/HE IS WAIVING SOME OF HER/HIS LEGAL RIGHTS, AND THE PARTICIPANT IS FREE TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING.**
- XIII.** **THE PARTICIPANT ACKNOWLEDGES THAT NO DIRECTOR, OFFICER, MEMBER, MANAGER, EMPLOYEE, STAFF, VOLUNTEER, OR AGENT OF MASI, THE SITE OWNER, OR ANY OTHER ENTITY IS AUTHORIZED TO VARY THE TERMS OF THIS CONTRACT OR MAKE ANY REPRESENTATIONS CONTRARY TO THE PROVISIONS SET FORTH ABOVE.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**PARENTAL CONSENT\***

The person signing below (the "Parent") hereby represents and warrants that she/he is the parent and/or legal guardian of the Participant named above, has legal custody of the Participant, and can consent to the Participant receiving medical and dental care. **BY SIGNING BELOW, THE PARENT AUTHORIZES THE PARTICIPANT TO PARTICIPATE IN THE GAMES, CONSENTS TO THE PARTICIPANT'S USE OF FOAM SWORDS AND OTHER WEAPONS REFERRED TO IN PARAGRAPH II ABOVE, AND AGREES TO BE BOUND BY ALL OF THE PROVISIONS AND OBLIGATIONS OF THE CONTRACT, WHETHER OR NOT THE PARENT PARTICIPATES IN THE GAMES.** In exchange for allowing the Participant to participate in the Games, the Parent, for herself/himself and her/his heirs, estate, assigns, guardians, and personal representatives: **(i) RELEASES MASI, the SITE OWNER, and their respective directors, officers, members, managers, employees, staff, volunteers, and agents from any and all liability for any injury or death arising out of or otherwise related to the Participant's participation in the Games, even if such injury or death WAS CAUSED BY NEGLIGENCE; (ii) further agrees to **INDEMNIFY AND HOLD MASI, THE SITE OWNER, and their respective directors, officers, members, managers, employees, staff, volunteers, and agents HARMLESS** against and from any and all actions, causes of action, claims, expenses (including attorneys' fees), and demands of any kind that may arise from or in connection with the Participant's participation in the Games; **(iii) and** understands and agrees to conditions **I through XIII** above. The Parent shall have **unlimited liability** for all of the Participant's conduct and any and all actions, causes of action, claims, expenses (including attorneys' fees), and demands of any kind that may arise there from. It is further understood that the games are a casual social activity intended primarily for adults, and that while young people of sufficient maturity and responsibility are allowed to participate, MASI does not provide any sort of supervision or chaperoning of young people at the games. It is the sole responsibility of the parent to determine if their child is has sufficient maturity to conduct themselves safely and responsibly in such an environment. By signing below the parent acknowledges that the Games are not in anyway associated with the Hall-Dale Adventure Society, Hall-Dale High School, or any of its staff, despite the fact that the Participant may have learned about the Games at meetings of the Adventure Society. In the event that the participant should suffer injury at the Games, the parent hereby grants the staff and participants of MASI permission to provide or obtain emergency medical treatment as needed, including transportation to a hospital, and voluntarily assumes responsibility for all costs incurred in such treatment.**

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

(\_\_\_\_)\_\_\_\_\_  
Telephone Number