



## **Idaho Battlefields LLC Waiver**

**In consideration of the services of Idaho Battlefields, its agents, owners, officers, representatives, employees, volunteers, participants (hereinafter collectively Idaho Battlefields), I hereby agree to release and discharge Idaho Battlefields on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:**

**1. Inherent Risks: I acknowledge that any outdoor activity entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to properly use equipment increases risk of injury while participating in these activities.**

**2. Express Assumption of Risk: As lawful consideration for being allowed to participate in activities offered by Idaho Battlefields, I expressly agree and promise on behalf of myself and any of the minors for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate despite the risks.**

**3. Indemnity: Should Idaho Battlefields or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the minors for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such defense fees and costs.**

**4. Personal Condition & Insurance: I certify that I/we have no medical, mental or physical conditions that could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage, or emergency transportation costs ourselves.**

**5. Photographic Assignment: I grant to Idaho Battlefields, its representatives, and employees, on behalf of myself and any of the minors for which I am responsible, the right to take photographs or film (of whatsoever nature) records of any or all its activities and on behalf of myself and any of the minors for which I am responsible. I/we hereby agree that Idaho Battlefields may use such records for promotional and/or commercial purposes without any**

remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to all media in which my name, image or likeness might be used by Idaho Battlefields. I/we agree that Idaho Battlefields may use such photographs and video for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

**6. Legal Responsibility for Minor & Age Certification:** I certify that I am over the age of 18 years and that I am the parent or guardian with legal responsibility for any minors listed on this document. I certify that the minors for which I am responsible have correctly provided their age and all of those minors are over 5 years old in age.

By signing this document, I acknowledge for myself and any of the minors for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against Idaho Battlefields on the basis of any claim from which I/we have released them herein.

Printed Name of Participant: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone#: \_\_\_\_\_ Date of Birth (MM/DD/YY): \_\_\_\_\_

EMAIL:

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**PARENTAL CONSENT (Required for participants under the age of 18) AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, 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 above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.**

Printed Name of Parent/Guardian:

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

Date of Birth (MM/DD/YY): \_\_\_\_\_ Emergency Phone #(s): \_\_\_\_\_