

FRIENDS OF BEAVER CREEK STATE PARK and BEAVER CREEK STATE PARK

PARTICIPANT RELEASE FORM AND WAIVER OF RIGHTS

Please read this carefully as you are waiving certain legal rights by signing this Participant Release Form.

ONLY FAMILY MEMBERS MAY SIGN THE SAME WAIVER

DATE SIGNED: _____

FIRST NAME LAST NAME SIGNATURE

FIRST NAME LAST NAME SIGNATURE

FIRST NAME LAST NAME SIGNATURE

FIRST NAME LAST NAME SIGNATURE

HOME TELEPHONE NUMBER _____ Participant Mailing Address: _____

STREET _____ CITY, STATE _____ ZIP CODE _____

FRIENDS OF BEAVER CREEK STATE PARK ACTIVITY WAIVER & RELEASE AGREEMENT

I HEARBY ASSUME ALL RISKS OF PARTICIPATING IN THE ACTIVITIES AND EVENTS TO WHICH THIS AGREEMENT PERTAINS AQND WITH REGARD TO MY PRESENCE IN AND AROUND THE FRIENDS OF BEAVER CREEK STATE PARK PIONEER VILLAGE (FOBCSP) AND BEAVER CREEK STATE PARK (BCSP) AND OTHER SITES TO WHICH THIS AGREEMENT PERTAINS, as herein described, including by way of example but not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released and any dangerous or defective equipment items, facilities or property used, owned, occupied, controlled or maintained by them. The activities and events to which this Agreement pertains collectively referred to herein as "Activities" include my presence and all activities on, in or near any property owned, operated or otherwise associated with FOBCSP and BCSP, including but not limited to the Pioneer Village and Beaver Creek State Park and Little Beaver Creek and all travel to and from such properties. For example, but not by way of limitation, the Activities may include reenactments, tours and spectatorship. This agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activities, and have not been advised not to participate by qualified medical personnel. I certify that there are no health related reasons, problems or concerns which preclude or make unadvisable my participation in the Activities. I also hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- A> I WAIVE, RELEASE and DISCHARGE** from any and all liability, including but not limited to liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur during or in connection with the Activities. THE FOLLOWING ENTITIES OR PERSONS: THE FOBCSP and BCSP, and any and employees, all of its volunteers, directors, consultants, Members of the Board, representatives, agents, assigns, successors, contractors, suppliers, vendors, event sponsors, co-occupants of any FOBCSP facility or property and donors.
- B> I INDEMNIFY AND HOLD HARMLESS the FOBCSP and BCSP** , and any all of its employees, volunteers, directors, consultants, Members of the Board, representatives, agents, assigns, successors, contractors, suppliers, vendors, event sponsors, co-occupants of any FOBCSP facility or property and donors with regard to any claim that my participation in the Activities or other actions or inactions gave rise to any claim or otherwise causes liability. This indemnification relates to any claims, whether meritorious or not, and includes, but is not limited to attorneys' fees and damage awards.
- C> I acknowledge that** there is a possibility that subsequent to the execution of this Agreement, including but not limited to the release herein, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected by decision to execute this Agreement. I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

I also recognize and accept that there are risks attendant to the Activity, including, but not limited to those caused by terrain, facilities, temperature, weather, condition of participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event, and lack of hydration, open campfires, primitive camping conditions, inaccessibility to medical assistance, handling and use of black powder, discharge of small arms and cannons, the risk of injury attendant to movement of large groups of people and the presence and use of horses and/or other animals. I hereby consent to receive medical treatment at my own expense which may be deemed advisable in the event of injury, accident, and/or illness during the event.

I hereby grant to the FOBCSP and BCSP and its licensees, successors, and assigns the rights to make use of my appearance, actions, voice, sounds, name(s) and other attributes (collectively "Appearance") and any part of them comprising or related to my attendance of or participation in the Activities, including, but not limited to the FOBCSP reenactments, related activities (e.g., camp activities, dances, etc.) and visits to sites or facilities in the Beaver Creek State Park area (e.g. , the Pioneer Village, the State Park, the Wildlife Education Center, etc.). This grant shall be effective everywhere, perpetual, for an unlimited number of times, and shall include the rights to photograph, film, depict, reproduce, distribute, record, transmit, store, display, make derivative and edited works and otherwise exploit my Appearance and any part of it, in and through any media or means now known or hereafter conceived. I understand that FOBCSOP will rely on this grant and I fully intend it to have legal effect.

I specifically agree to follow the parking rules established by the FOBCSP and BCSP. I am aware that any infractions on my part may result in towing, booting or deflation of tires of my vehicle at my sole risk and expense.

Any person found without a valid registration for the event will be treated as an illegal trespasser and will be subject to remedies and penalties as provided by the state of Ohio.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FULLY INTEND THIS AGREEMENT TO BE BINDING, HAVE LEGAL EFFECT AND INDUCE RELIANCE AND ALSO ACKNOWLEDGE THAT FOBCSP AND BEAVER CREEK STATE PARK HAVE PROVIDED GOOD AND VALUABLE CONSIDERATION, E.G. PERMISSION TO ME TO PARTICPATE IN ACTIVITES ON FOBCSOP SITE(S) WHICH MAY BE WITHDRAWN OR RESCINDED AT ANY TIME.