

LIABILITY RELEASE AND INDEMNITY AGREEMENT

I, _____ (print name), in consideration of the acceptance of any voluntary enlistment and participation in the 123rd Homecoming Event (hereafter know as the "Event") do hereby agree to **Release and Hold Harmless** the Town of Salem, NY, Salem Central School, HSCPA, 123rd Homecoming Comm., Salem Fire Dept, and the Village of Salem, and all other participants, agents, employees, volunteers, officers, directors, members, property owners, licensees, or assigns of the aforementioned organizations (collectively the "release parties") for any injury, death, property damage, or financial loss of any kind received or suffered by me due to participation in the Event, regardless of whether such injury, death, damage or loss arises from the negligence of any Released Party or otherwise. I also agree to **Indemnify and Hold Harmless** all the Released Parties of any injury, death, property damage of financial loss of any kind caused by me through me participation in the Event.

I understand that reenacting and living history may involve hazardous activities and that risk of physical injury is inherent in this activity. I am aware of and assume All Potential Risks associated with such activities. I understand the Released Parties make no warranty, expressed or implied, as to the condition, safety or use of any equipment, materials, or other property used or supplied by any of them during the Event. The Town of Salem recommends that participants secure adequate insurance to cover any injuries that may arise from these activities.

I, the undersigned (or legal representative) have carefully read and understand this agreement and agree to all its conditions. I further understand that the Town of Salem, its officers, agents, and employees are not liable for any injuries that may result from the negligence of persons conducting this Event.

I also agree to allow the above named organizations to use my image for publicity, films, or other pictures as the group sees fit.

I enter into this agreement freely and voluntarily, and stipulate that this release and indemnity agreement shall be binding upon my successors and assigns.

Signature _____ Date _____

If under 18: Parent/Guardian Name (print) _____

Signature of Parent/Guardian _____

Date _____

Emergency Contact _____ Phone _____

Witness: _____

Send to: Al Cormier, 36 E. Broadway, Salem, NY 12865

Or e-mail: wcormier1@nycap.rr.com