# NATIONAL CIVIL WAR ARTILLERY ASSOCIATION

WAIVER OF LIABILITY FOR TRAINING AND INSTRUCTION

I _____ IN THE TOWN OF ____YOUNGSTOWN_____ IN THE STATE OF _____New York_____ ON THIS DAY__May 14-15 2022__ do hereby attest that I fully realize that the firing of a cannon is dangerous and can cause the loss of limbs and life itself if done incorrectly or as a result of unforeseen phenomena. I realize that the cannon training process is to insure that each cannoneer of the National Civil War Artillery Association has a basic and safe knowledge of the firing of cannons, but that this training in no way guarantees the continued safe operation of the unit or individuals to which instruction was given.

I THEREFORE BEING OF LEGAL AGE (OR HAVE THE SIGNATURE OF A PARENT OR GUARDIAN) RELEASE AND DISCHARGE THE NATIONAL CIVIL WAR ARTILLERY ASSOCIATION, ITS INSPECTORS, AGENTS, OFFICERS, PHYSICIANS, NURSES AND OTHERS CONNECTED THEREIN, FROM ALL CLAMS BY REASON OF ANY CAUSE RISING OUT OF / OR INCIDENT OF BEING A MEMBER OF THE NATIONAL CIVIL WAR ARTILLERY ASSOCIATION.

**Liability for Attorney Fees:**

1f, despite this agreement, I do sue a released person, I agree to pay all costs and expenses (including actual attorney fees) incurred by the released person in defending the suit.

**"Exception":**

I do not release from liability, nor do I promise not to sue, a person who harms my property or me, intending that harm, or with actual knowledge that the specific harm was certain to result.

**Hold Harmless Agreement:**

If a person other than myself (for example, my spouse, children, relatives, or a person who was not released under the paragraph "Exception") institutes a claim against a released person arising out of harm to my property, or me, I promise to pay whatever amounts (including damages, costs, and actual attorney fees) the released person incurs because of this claim.

**Model and Theatrical Release:**

I do hereby unconditionally waive all rights to the production and reproduction of my image in any medium whatsoever while in attendance of sponsored events and do hereby waive all rights to compensation of same. This shall include, but is not limited to, my image on still photography, film, videocassette, broadcast video, audio tape, and any other current or future technology capable of capturing and/or reproducing said visual or studio image.

SEVERABILITY CLAUSE:

I certify that all waivers and releases as required by the unit on this document have been read, understood, and agreed to: Nevertheless, if any part of this document is found unenforceable, I agree to be bound by the remaining parts.

My participation is voluntary. I acknowledge that violation of association's rules or commands will result in expulsion from the unit and its functions without recourse.

_____, _____, _____

Signature of Applicant Date Driver's License Number and State

_____ _____

Address City State Zip Phone

_____ _____

Signature of Spouse, Parent, or Guardian