

EPIC ADVENTURES, LLC

Participant Agreement including Express Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

NOTICE: This is a legally binding document. Please read every portion of this document before signing. Your signature on this indicates your agreement to the terms and conditions contained within.

EXPRESS ASSUMPTION OF RISK

I, _____, do hereby affirm that I have been fully informed of the hazards and risks associated with the recreational activity generally described as “Live Action Role Playing” with Epic Adventures, LLC, including the use of equipment associated therewith in which I am about to engage. Inherent hazards include, but are not limited to:

1. Risk of injury from the activity and equipment is significant.
2. Possible equipment failure and/or malfunction of my own or another’s equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to the elements, excessive heat, hypothermia, encountering objects wither natural or manmade, exposure to animals with the attendant risk of kicking, biting, shying away, running off, or otherwise moving in an unanticipated manner causing injury.
4. Attack by or encounter with insects, reptiles, and/or animals.
5. Accidents or illness occurring in remote places where there are no available medical facilities.
6. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the aforementioned description of these risks is not complete and unknown or unanticipated risks may result in injury or illness.

Initial: _____

Date: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the acitivity(ies) describe above and related activities, I hereby agree and acknowledge and appreciate that:

1. I understand the nature of the activities I will engage in as described above. I understand there are risks of injury associated with these activities. I acknowledge and voluntarily assume the risks of illness and injury associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.
2. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, Epic Adventures, LLC, its owners, officers, directors, agents, representatives, employees and volunteers and the owner or owners of the property on

which the activity is conducted (hereinafter the "Released Parties") from, and agree to not sue them for, any liability for causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury or property damage arising from the above activities whether caused by active or passive negligence of the Released Parties or otherwise, claims and demands of any kind and nature whatsoever that may arise out of or related in any way to my or my minor child's enrollment or participation in any of Epic Adventures, LLC's programs. The claims hereby released and indemnified include, but are not limited to, claims of other participants and of members of Participant's family or associates (to the extent such claims may be waived under applicable law) and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

3. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's, enrollment and/or participation in the programs of Epic Adventures, LLC, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury that I may sustain through my participation in the programs administered by Epic Adventures, LLC.

4. If I am the parent or guardian of the minor child(ren) whose signature(s) appear on this release form, I have discussed the terms of the above Agreement with my child(ren) and am assured by my child(ren) that he/she/they understand(s) the Agreement and has freely accepted its terms. I give my child permission to participate in the programs administered by Epic Adventures, LLC. My signature below reflects my agreement to fully release, indemnify and defend the Released Parties as provided above for any claim I may personally bring, and to release such persons on behalf of my child(ren) (to the extent permissible by law), for any and all claims the child(ren) may have.

5. I am physically able to safely participate in Epic Adventures, LLC. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

6. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this Agreement.

I understand that Epic Adventures, LLC may refuse participation in its activities to any person that its owners, agents, or employees deem a hazard to themselves or others. Epic Adventures, LLC may alter its published or announced requirements for participation in its activities and for use of its property (or property leased by Epic Adventures, LLC) at any time and for any reasons that it may deem appropriate. Epic Adventures, LLC reserves the right to use voice, video, photographic, or other images of Participant(s) for future marketing, educational, or other purposes, and Participant, and in the cases of minor child(ren) Parent, hereby consent to such use without any compensation.

I agree that the laws of the State of Massachusetts govern this agreement and that the courts with jurisdiction in Massachusetts shall have jurisdiction in the case of any dispute that may arise between Participant and/or Parent, and Epic Adventures, LLC.

I have read, fully understand, and hereby agree to the terms of this Agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this Agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, and estates.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Adult Participant Signature

Adult Participant Printed Name

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this Participant, do consent and agree not only to his/her/their release of the Released Parties to the extent permitted by law, but also to release, protect, indemnify, and defend the Released Parties from any and all liabilities incident to his/her/their involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent/Legal
Guardian of Minor Participant

Printed Name of Parent/Legal
Guardian of Minor Participant

Date

Signature of Minor Participant

Printed Name of Minor Participant

Date