**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND**

**ASSUMPTION OF RISK AGREEMENT**

*The person who is participating in the activities of Shadowmoor, LLC (the “LARP”) shall be referred to herein as the “Participant”. “The Undersigned” means only the Participant when the Participant is 18 years of age or older, or it means the Participant’s parent or legal guardian if the Participant is 15–17 years of age.*

**Assumption of Risks**. The Undersigned understands and acknowledges that the Participant’s participation in the activities of the LARP is inherently dangerous and that the risk of injury, serious injury, or death, given the nature of the LARP, cannot be eliminated. The Undersigned hereby affirms having been informed of the hazards and risks associated with the LARP. The Undersigned voluntarily accept all risks of the Participant’s participation in the activities of the LARP, including but not limited to the Participant’s own actions, the actions of others (including but not limited to other participants, LARP staff, volunteers, and observers), the risks of roleplaying (including combat simulation and use of padded weaponry), the effects of being in the outdoors (including rough terrain, limited visibility, weather, and exposure to animals and bugs), falls, illness, infection, and premises defects. The Undersigned certifies that the Participant is physically fit, the Participant has no medical condition that would make participation in the LARP more hazardous, and the Participant has not been advised to not participate by a qualified medical professional. The Undersigned undertakes and agrees for the Participant to remove himself or herself from participation in the activities of the LARP should he or she sense or observe any hazardous or unsafe condition, or feel unfit or unable to safely continue.

**Release of Liabilty, Waiver of Claims, and Indemnity Agreement.** In consideration of permitting the Participant to participate in the activities of the LARP, the Undersigned, together with my estate, heirs, survivors, executors and assigns (collectively, the “Releasors”) hereby waive, release, and discharge Shadowmoor, LLC, and its officers, directors, employees, and agents (collectively, the “Releasees”) from any and all liability, including but not limited to any and all liability arising from the negligence or fault of the Releasees for any and all loss, damage, injury, or expense the Participant may suffer, now or in the future, as a result of the Participant’s participation in or presence at the activities of the LARP. The Undersigned agrees not sue and to indemnify and hold harmless the Releasees from all claims, expenses, fees, liability, damages, and costs arising from the Participant’s participation in the activities of the LARP.

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This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, regardless of any choice of law principles to the contrary, and North Carolina courts shall have exclusive jurisdiction over any and all claims arising from or related to the Participant’s participation in the activities of the LARP. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors in interest and permitted assigns. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby. By entering into this Agreement, the Undersigned is not relying on any oral or written representation or statements made by the Released Parties other than what is set forth in this Agreement.

By signing this Agreement, the Undersigned acknowledges that he or she has received the Shadowmoor Code of Conduct and Safety Policies and agrees for the Participant to be bound by it. The Undersigned consents to the use of the Participant’s image and likeness in photographs, videos, and other recordings taken at the LARP for use in LARP advertising, marketing, or promotion. By signing this Agreement without a parent or guardian’s signature, the Undersigned represents that he or she is at least 18 years of age. (If signing on behalf of a minor Participant, the Undersigned represents (a) that he or she is the legal parent or legal guardian of the Participant with full authority to sign on behalf of the minor Participant, and (b) that the minor Participant is at least 15 years old.) The Undersigned further understands that any items the Participant brings to the activities of the LARP are solely the Participant’s responsibility, and the Undersigned will not hold the LARP or its staff or volunteers responsible in any way should they be damaged, lost, or stolen.

THE UNDERSIGNED HAS CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISKS AGREEMENT. THE UNDERSIGNED FULLY UNDERSTAND ITS TERMS, UNDERSTANDS THAT HE OR SHE HAS GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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**The following provision applies if the Participant is UNDER 18 years of age:**

AS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, THE UNDERSIGNED agreeS to indemnify and hold harmless the Released Parties from any and all claims which are brought by, or on behalf of the participant arising from participation in the LARP. THE UNDERSIGNED HAS carefully read this release of liability, waiver of claims, indemnity and assumption of risks agreement and HAS fully explained to the participant the content of this Agreement and the risks of participation.

The Undersigned further consents to the use of the Participant’s image and likeness in photographs, videos, and other recordings taken at the LARP for use in LARP advertising, marketing, or promotion.

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|  Signature of Participant (or Parent/ Legal Guardian of Participant on behalf of Participant) |  Printed Name of Participant (or Parent/Legal Guardian of Participant on behalf of Participant) |  Date |
|  Name of Minor Participant (if applicable) |  |  |