

# SALHA Event Release Form

With Regard to the SAN ANTONIO LIVING HISTORY ASSOCIATION,

## RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT

1. I, \_\_\_\_\_, recognize that gunpowder, firearms, cannon, and edged weapons can be dangerous if not properly used; this event may be held on undeveloped land that often cannot be made safe without destroying its rustic character; this event may be strenuous; and if the Released Persons were subject to liability, the cost of covering the risk could be so great as to liability, that the cost of covering the risk could be so great as to make holding the event impracticable.

### 2. RELEASE, AND COVENANT NOT TO SUE

Therefore, in exchange for being allowed to participate in the event, I release from liability, and promise **not** to sue, any Released Person, which includes:

- the sponsors, organizers or planners of the event
- any person or entity having title to or control over the place where the event is held
- the person supervising or carrying out the event
- any participant in the event

### 3. LIABILITY FOR ATTORNEY FEES

If, 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.

### 4. EXCEPTION

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

### 5. HOLD HARMLESS AGREEMENT

If a person other than myself (for example, my spouse, children, relatives, or a person who was not released under paragraph 4) asserts a claim against a Released Person arising out of harm to me or my property, I (or my estate), promise to pay whatever amounts (including damages, costs, and actual attorney fees) the Released Person incurs because of the claim.

### 6. SEVERABILITY CLAUSE

I have read, understand, and agree to be bound by the content of this document. If any part of this document is found unenforceable, I agree to be bound by the remaining parts.

*Signed,* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Witnessed,* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Witnessed,* \_\_\_\_\_ *Date:* \_\_\_\_\_

**NOTE:** Please list any specific medical information or event limiting condition(s) on back of this form.

If None, Print NONE Here: \_\_\_\_\_

**(THIS FORM WILL BE RETAINED PERMANENTLY FOR ALL SALHA EVENT PARTICIPANTS.)**