

WARBANDS

BATTLE GAME

Waiver, Release of Liability, Assumption of Risk, and Media Consent

1. Participant information

Real Name of Participant _____ Date of Birth _____

Mailing Address _____

City, State and Zip _____

Telephone # (cell) _____ Email Address _____

Emergency Contact Name _____ Telephone # _____

Do you have any serious health issues or conditions you would like us to be aware of?
(voluntary) _____

Persona Name _____

Warband _____

2. Description of Warbands

Warbands combines fast-paced full-contact combat simulation with elements of live-action role-playing. Combat in group melees or between individuals resembles battle scenes in films such as Braveheart and Gladiator, with the key difference that Warbands weapons are well-padded to reduce (not eliminate) the risk of injury. Warbands weapons are constructed to resemble Dark Age/medieval swords, shields, spears, and similar implements, generally consisting of soft foam layers bonded to a rigid core. Combatants may also engage in grappling and wrestling. Rules of combat are enforced by Heralds (referees) to promote safety and fair play, but enforcement cannot eliminate the risk of injury inherent in full-contact activity.

3. Assumption of risk (read carefully — this section applies regardless of whether the release in Section 4 is enforceable in your state)

As with any outdoor, full-contact activity, participation in Warbands carries a real risk of injury. The type and likelihood of injury is comparable to soccer, rugby, and lacrosse, and, as in those sports, serious injuries — including but not limited to fractures, sprains, concussions and other head injuries, joint and ligament injuries from grappling, and impact injuries from padded weapons — can occur. Specific risks include, without limitation:

- Direct contact with padded weapons, shields, and other equipment, including strikes to the head and body;
- Grappling, wrestling, and forceful contact with other participants of varying size, skill, and experience;
- Falls, collisions, and contact with the ground or terrain, including uneven or obstructed playing surfaces;
- Equipment failure or degradation of padding over the course of an event;
- Heat, cold, dehydration, and other exposure-related risks during outdoor events;
- The possibility that Heralds and event staff, despite good-faith efforts, may not observe or prevent every unsafe action by every participant.

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I have read and understand the risks described above and in Section 2. I voluntarily choose to participate with full knowledge of these risks, and I understand that my participation involves significant physical contact by and with other participants. If at any time I consider a Warbands activity to be unsafe, or observe unsafe behavior by another participant or observer, I agree to immediately notify Warbands officials and, if appropriate, remove myself from participation or observation.

4. Release of liability

In consideration of being permitted to participate in any Warbands-sponsored activity, event, tournament, contest, or meeting, I release and agree not to sue Warbands, its members, officers, officials, owners, and administrators, other participants and observers, the owner(s)/administrator(s) of the land or venue on which the event is held, and anyone administering emergency medical assistance (collectively, the "Released Parties"), from any and all claims for bodily injury or property damage arising out of or related to my attendance or participation, to the extent such a release is permitted under the law of the state in which the relevant event takes place.

This release applies to ordinary negligence only. Nothing in this release is intended to, or does, release any Released Party from liability for gross negligence, recklessness, or willful or wanton misconduct, which remains the responsibility of the party who caused it under applicable law.

5. Health acknowledgment

I represent that, to the best of my knowledge, I have no physical or mental condition that would materially increase the likelihood of serious injury from participating in Warbands activities, other than what I have disclosed above. I understand Warbands may rely on this representation and the health information I provide in making event-day decisions, and that Warbands is not a medical provider and does not guarantee the accuracy of any first-aid or emergency response.

6. Media consent (adult participants)

I consent to being photographed, filmed, and recorded in connection with Warbands activities, and I grant Warbands a broad, worldwide license to use my image, likeness, voice, and performance in media for promotional and commercial purposes, to the extent permitted by applicable law. I understand I will not receive compensation for this use. This consent does not waive any right of publicity or privacy protection that cannot be waived under applicable state law.

7. Adult participant acknowledgment and signature

By signing below, I acknowledge and represent that: (a) I have read this entire document, understand it, and sign it voluntarily; (b) I am at least 18 years of age and of sound mind; (c) I have no known physical or mental condition, beyond what I have disclosed above, that would increase the likelihood of serious injury from participation; and (d) if I am signing on behalf of a minor participant under Section 8, I have the legal authority to do so.

Signature _____ **Date** _____

Printed Name _____

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8. Minor participant section — complete only if the participant is under 18

This section has two distinct roles, which may be filled by the same person or different people. Both must be completed for a minor to participate.

8a. Parent/Legal Guardian assumption of risk, release, and health acknowledgment

I am the parent or legal guardian of the minor named below. I have read Sections 2, 3, 4, and 5 above. On behalf of the minor, I assume the risks described in Section 3, and, to the extent permitted under the law of the state in which the relevant event takes place, I release the Released Parties from liability for ordinary negligence as described in Section 4, on the same terms as apply to adult participants. I represent that, to the best of my knowledge, the minor has no physical or mental condition, beyond what is disclosed above, that would materially increase the likelihood of serious injury from participation.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Printed Name _____

Relationship to Minor _____ Phone _____

Minor's Persona Name _____

Minor's Date of Birth _____

Warband _____

8b. Adult point of contact for minor (event-day logistics only)

The following adult will serve as a point of contact for event-day communications regarding the minor named above. This role is separate from, and does not replace, the Parent/Guardian assumption of risk and release in Section 8a. Serving as the point of contact does not, by itself, create or expand any liability, responsibility, or accountability for this person beyond that role.

Name of Adult Point of Contact _____ Phone _____

If this person is not the Parent/Guardian who signed Section 8a, they are acting solely as an on-site contact and are not assuming risk or releasing any claim on the minor's behalf.

8c. Media consent for minor (Parent/Guardian)

☐ I consent to Warbands photographing, filming, and using the minor's image, likeness, and performance in media for promotional and commercial purposes, on the same terms described in Section 6.

☐ I do NOT consent to commercial or promotional use of the minor's image or likeness. (Warbands may still take incidental photos/video for safety and event-operations purposes only.)

Parent/Guardian Signature _____ Date _____

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9. Notarization (required for Section 8a — Parent/Guardian signature only)

The Parent/Guardian signature in Section 8a must be notarized. For in-person registration, this can be completed at event check-in by a notary on staff or on call. For online registration, use a remote online notarization (RON) service authorized in the Parent/Guardian's state, or require in-person notarization to be completed and submitted before the minor is permitted to participate; do not treat an unnotarized online submission as satisfying this requirement.

STATE OF _____ CITY/COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, the person named in Section 8a personally appeared and acknowledged that the matters and facts set forth in Section 8a are true and correct, and that Section 8a is that person's free act and deed.

WITNESS my hand and Notarial Seal: _____

NOTARY PUBLIC — My Commission expires: _____

10. Governing law and severability

This agreement is governed by the law of the state in which the relevant Warbands event takes place, without regard to conflict-of-law principles, except to the extent a different state's law mandatorily applies. If any provision of this agreement is held invalid or unenforceable in a given jurisdiction, the remaining provisions remain in full force and effect in that jurisdiction, and this agreement continues to apply according to its terms in any other jurisdiction.