

AMTGARD PARTICIPANT WAIVER RELEASE

Celestial Kingdom

PLEASE READ CAREFULLY. This Agreement releases claims, including claims based on the Releasees' ordinary negligence, and requires binding arbitration with waiver of jury trial and class proceedings.

This Agreement must be completed and delivered to the Prime Minister before participation in any Amtgard event or activity. In consideration of being permitted to participate, I, _____ ("Participant"), agree as follows:

1. Releases. "Releasees" means Amtgard, the Celestial Kingdom, their chapters, parks, subgroups and affiliated organizations; their officers, directors, monarchs, prime ministers, guildmasters, reeves, volunteers, members, agents and representatives; event hosts and organizers; and owners, lessors and occupiers of premises used for Amtgard activities.

2. Assumption of Risk. I understand that Amtgard involves simulated combat with foam-padded and projectile weapons, running, physical contact, strenuous activity, outdoor conditions, uneven terrain, and participant-made or maintained equipment. These activities involve known and unknown risks, including serious injury, permanent disability, property damage and death, whether arising from my actions, the actions of others, conditions of the premises or equipment, or the negligence of the Releasees. **I KNOWINGLY AND VOLUNTARILY ASSUME THESE RISKS and accept responsibility for my participation.**

3. RELEASE OF LIABILITY — INCLUDING NEGLIGENCE. I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Releasees for claims arising from injury, illness, disability, death, loss or property damage related to my participation in Amtgard activities, presence at an Amtgard activity, or travel to or from an Amtgard activity. THIS RELEASE EXPRESSLY INCLUDES CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF THE RELEASEES, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. It does not release gross negligence, willful or intentional misconduct, or any claim that may not lawfully be released.

4. Indemnification. I agree to indemnify, defend and hold harmless the Releasees from third-party claims, losses and expenses, including reasonable attorneys' fees, to the extent caused by my acts or omissions, violation of applicable Amtgard rules or directives, or misuse of equipment. This obligation does not apply to a Releasee's gross negligence or intentional misconduct.

5. Medical Assistance; Health; Rules. I understand that the Releasees do not provide health, accident or disability insurance and are not responsible for my medical expenses; I am urged to carry adequate insurance. If I am injured or experience a medical emergency, I authorize the Releasees to obtain emergency assistance for me when reasonably necessary, at my expense; the release in Section 3 applies to ordinary negligence in rendering or securing such assistance to the fullest extent permitted by law. I represent that I have no physical or medical condition that would make my participation unsafe, or that I have disclosed any such condition to event leadership. I agree to follow Amtgard's rules, Code of Conduct and reasonable directions of event leadership, and understand that participation is a privilege that may be suspended or revoked under applicable Amtgard or Celestial Kingdom policy.

6. BINDING ARBITRATION; JURY AND CLASS ACTION WAIVER. Except for a qualifying individual small-claims action or temporary or emergency injunctive relief, any dispute arising from this Agreement or my participation, membership or status in Amtgard shall be resolved by final and binding arbitration before a single arbitrator, administered by the American Arbitration Association ("AAA") under its applicable rules. The Federal Arbitration Act governs this Section, Texas substantive law applies, and the legal seat of arbitration is Travis County, Texas; hearings may be conducted remotely by agreement. The arbitrator shall decide disputes concerning the scope, applicability or enforceability of this Section; a court shall decide whether an agreement to arbitrate was formed or assented to. The organization shall bear the arbitrator's fees and AAA administrative costs to the extent they exceed the amount the Participant would have paid to file the claim in a Texas court of competent jurisdiction; otherwise, fees shall be allocated under the applicable AAA rules and law. Nothing in this Section limits disciplinary or safety-related action under the Code of Conduct. **EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS. This Section survives termination or revocation of this Agreement.**

7. General Provisions. Texas law governs this Agreement. For matters not subject to arbitration, venue lies in Travis County, Texas, except as otherwise required by law. This Agreement applies to each Amtgard activity I attend after signing and remains effective until prospectively revoked by signed written or designated electronic notice to the Prime Minister or other designated records custodian; revocation does not affect claims arising before revocation and ends my eligibility to participate. If any provision is unenforceable, the remainder remains effective and the provision shall be enforced to the maximum lawful extent. This Agreement is the entire agreement regarding its subject matter; no oral representations or inducements have been made. It binds me and my estate, spouse, family members, heirs, personal representatives, successors and assigns to the fullest extent permitted by law.

Additional Certifications and Consents

ELIGIBILITY CERTIFICATION: ☐ I certify that I have not been convicted of, or received deferred adjudication for, a felony-level sexual offense in any jurisdiction, and that I am not currently required to register as, or listed on any registry as, a sex offender in any jurisdiction. I consent to lawful searches of public registries now and periodically, and I will notify the Prime Minister or designated officer if this certification ceases to be accurate. I understand that a potential match may require identity verification, and that any misrepresentation or change in eligibility may result in eligibility action under applicable policy, up to and including immediate and permanent removal from all Amtgard activities.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND TO A JURY TRIAL, AND I SIGN IT FREELY AND VOLUNTARILY. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, OR THIS AGREEMENT HAS BEEN COMPLETED ON MY BEHALF UNDER THE MINOR PARTICIPANT ADDENDUM BELOW.

Signature of Participant

Date

Amtgard Persona Name or Alias

Real Legal Name (please print)

Date of Birth

Email address (please print)

Emergency Contact (Not Required)

Contact phone (please print) (Not required)

MINOR PARTICIPANT ADDENDUM — COMPLETE ONLY IF PARTICIPANT IS UNDER 18

8. Minor Participants — Parent/Guardian Agreement. If Participant is under 18, the undersigned parent or legal guardian (“Guardian”) represents that the Guardian has legal authority to act for the minor, consents to the minor’s participation, and acknowledges the risks described above on the minor’s behalf. **THE GUARDIAN, INDIVIDUALLY AND ON BEHALF OF THE GUARDIAN’S MARITAL COMMUNITY, RELEASES THE RELEASEES FROM CLAIMS BELONGING TO THE GUARDIAN** arising from the minor’s participation — including claims for medical expenses, loss of consortium, and other damages, and including claims caused in whole or in part by the ordinary negligence of the Releasees — subject to the limitations in Section 3. **THE GUARDIAN FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES** from and against (a) third-party claims to the extent caused by the acts or omissions of the Guardian or the minor, the minor’s violation of applicable rules, or misuse of equipment; and (b) to the fullest extent permitted by law, claims asserted by or on behalf of the minor arising from the minor’s participation, including claims the minor may assert upon reaching majority. This indemnity does not apply to a Releasee’s gross negligence or intentional misconduct.

The Guardian, individually and on behalf of the minor to the fullest extent permitted by law, agrees to Section 6’s arbitration and jury/class-action waivers. Nothing in this Agreement is intended to release or waive a substantive claim belonging solely to the minor that may not lawfully be released before injury. The minor’s participation is subject to the applicable Amtgard Youth Policy. Any media selection above is made by the Guardian on the minor’s behalf.

BY SIGNING BELOW, THE GUARDIAN CONFIRMS THAT THE GUARDIAN HAS READ AND AGREES TO THIS AGREEMENT AS STATED ABOVE.

Signature of Parent/Legal Guardian

Date

Guardian Legal Name (please print)

Relationship to Participant

Minor Participant Legal Name (please print)

Minor Date of Birth

FOR OFFICER USE ONLY

Officer receiving waiver (printed legal name)

Date received

Type of identification presented

Officer signature

Registry screening date / initials

Result: ☐ No apparent match ☐ Potential match — verify