

Image Release Form – “There and Back Again 2023”

This document confirms the agreement between you and the organisers regarding your participation in the 2023 “There and Back Again” event (the march from Fort George to the Brock Monument and back on the date of October 21st of 2023 during which you may be photographed or videotaped/video image recorded during the event.

By signing below, you hereby irrevocably grant to the organisers of “There and Back Again” and their designee perpetually, exclusively, and for all media throughout the world (including print, film, slides, non-theatrical, home video, CD-ROM, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage taken of you as a result of your participation in this event.

The organisers of “There and Back or their designee shall have complete ownership of these images and/or videos in which you appear, including copyright interests, and you acknowledge that you have no interest or ownership in these images or their copyright outside of personal (non-commercial) usage.

The images and/or videos may be provided to media outlets for their unrestricted use, indefinitely. The organisers of “There and Back Again” do not have control of the material once it is disseminated. This grant includes the right to use the images and/or videos for promoting or publicizing any of the uses.

You hereby agree that you will not bring or consent to others bringing claim or action against the organisers of “There and Back Again” on the grounds that anything contained in the images and/or videos, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversely on you, violates any other right whatsoever, including, without limitation, rights of privacy and publicity.

You hereby release the organisers of “There and Back”, its current and future directors, officers, successors and assigns from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that you may hereafter have against the organisers of “There and Back Again” in connection with the images and/or videos.

This agreement shall not obligate the organisers of “There and Back Again” to use the images and/or videos or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the images and/or videos.

The organisers of “There and Back Again” shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person, firm or corporation.

AGREED TO AND ACCEPTED this _____ day of _____, 2023

Participant’s Signature: _____

If Needed (Signee us under the age of eighteen) - Signature of Parent or Guardian: _____

Print name of Participant(s) Signed For:

WAIVER OF LIABILITY, RELEASE & HOLD HARMLESS AGREEMENT

“There and Back Again 2023”

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!

X _____
Pls. Initial Above

In consideration of the RELEASEES agreeing to my participation in “There and Back Again” - 2023 (hereinafter referred to as the “EVENT”) and permitting my use of its equipment (if any), parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged I, on behalf of myself and my heirs, administrators, trustees, assigns, representatives and any other person claiming by, under or through me, hereby agree as follows:

1. I am aware that participating in the EVENT involves many risks, dangers and hazards including but not limited to: injuries common and uncommon to difficult and long distance hikes; injuries common and uncommon to open fires; injuries common and uncommon to black powder weapons use/demonstrations; injuries common and uncommon to edged weapons use/demonstrations; injuries common and uncommon due to changing weather conditions; injuries common and uncommon to activities involved with physical activity and potentially running in the act of battle re-enactment – which can be attributed to negligence of my own, negligence of other participants, and negligence on the part of the releases, including failure on the part of the releases to take reasonable safeguard or protect me from the risks, dangers, and hazards of participating in the EVENT. I full accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, and property damage, theft, and/or loss resulting there from.
2. I fully and completely release, waive, the organisers of “There and Back Again” and all other participants and those offering assistance, their potential officers, directors, employees, agents and volunteers (collectively referred to as the RELEASEES) and I further agree not to take any legal action, make any demand, bring any proceeding, or make any claim of any kind against RELEASEES from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising out of or related to any loss, damage, or injury, including death and bodily injury, that may be sustained to me or to any property belonging to me, whether caused and/or contributed by the negligence and/or actions of the RELEASEES or any participant or guest of the RELEASEES.
3. I fully and completely waive any and all claims that I have or may in the future have against the RELEASEES and to release the RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the EVENT due to any cause whatsoever, including negligence.
4. I acknowledge that the RELEASEES are in no manner responsible for negligence of the other participants, guests, observers, and/or invitees of the EVENT, or any harm, injury, loss or damage of property that may be attributed to other participants, guests, observers, and/or invitees.
5. I voluntarily assume full responsibility for any and all risks of loss, property damage or personal injury, including death, that may be sustained by myself and my guests, invitees and all my family members under the age of 18, as a result of being engaged in such activity, whether caused by the negligence and/or actions of the RELEASEES at the EVENT.
6. I further agree to indemnify and hold harmless the RELEASEES from any and all loss, liability, damage or costs, including legal costs, that maybe incurred by the RELEASEES, including but not limited to any claim brought by any third party, due to my, and/or my guests and invitees, participation in the EVENT, whether caused by the negligence and/or actions of the RELEASEES or by me or my guests or invitees.
7. I acknowledge and accept that there is a risk that I could be exposed to COVID-19/SARS-CoV-2 while taking part in “There and Back Again” in any capacity. I also acknowledge and accept that while taking part in this event, there may be instances where I may be closer than the recommended social distancing guidelines with other participants. I acknowledge and confirm that I am willing to accept this risk as a condition of taking part in this event. In consideration of being a part of this event, I agree to release the RELEASEES from any and all causes of action, claims, demands, requests, damages or any recourse whatsoever in respect of any personal injuries or other damages which may occur or arise as a result of exposure to COVID-19/SARS-CoV-2 during my participation of this event. I do hereby acknowledge and agree that notwithstanding the generality of the foregoing, I declare that I will not commence litigation or otherwise seek to recover damages or other compensation against the RELEASEES based on any action, claim, demand, request, loss or any recourse whatsoever arising from any potential or actual exposure to COVID-19/SARS-CoV-2 while taking part in the event. I further acknowledge that the RELEASEES can rely on this Release of Liability, Waiver of all Possible Claims and Assumption of Risk as a complete defence to any and all claims, damages, causes of action, or recourse or liability that may arise at any time.

In signing the foregoing release, I hereby acknowledge and represent, that I have read and fully understand the Waiver of Liability, Release & Hold-Harmless Agreement, that I agree to sign voluntarily, that I am 18 years of age or older and of sound mind, or being less than 18 years of age have cosigned with a parent or guardian, as the case may be.

I have read the Release Agreement above, and I agree to be bound by its terms.

DATE: _____ PRINT NAME: _____

SIGNATURE: _____

SIGNATURE OF PARENT OR GUARDIAN (if required): _____ WITNESS: _____

PLEASE NOTE: MOST IF NOT ALL OF THE 1812 REENACTMENT COMMUNITY REQUEST YOU ACT IN ACCORDANCE WITH THE REGIONAL MUNICIPALITY OF NIAGARA BY-LAW NO. 2020-46 AND APPLICABLE EXTENSIONS AT LOCAL BUSINESSES, SITES, AND ESTABLISHMENTS WHILE PARTICIPATING IN THIS EVENT.

Remember – You can be seen to represent all of us while in uniform or attending an event!