

# Darkon Wargaming Club, Inc. Participant Agreement for understanding of risks, liability release, and waiver of claims.

## Darkon Wargaming Club, Inc. 2021

**In consideration of being permitted to participate in the Activity of Darkon described below, I release and forever discharge** the Darkon Wargaming Club, Inc. as well as its officers, staff, administrators, members, volunteers, the owner/owners of the property on which the activity is conducted, legal representatives, and assigns (collectively "Darkon") from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in my death, which has been or may be sustained as a consequence of my participation in the Activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of Darkon.

I understand that I would not be permitted to participate in the Activity described below unless I signed this Agreement.

To be a participant, at minimum, one must be 16 years of age and have the signed consent of a legal guardian reviewing, understanding, and completing this Agreement. If not yet 18 years of age, the signing legal guardian agrees that they thoroughly understand all the inherent risks the participant will assume, and they assume responsibility for the wellbeing of their ward as it relates to all matters covered in this Agreement.

### **Club Activity**

Darkon is a Live Action Role Playing (LARP) game where participants portray characters through physical interaction, in costume and with props. Prop weapons are in use for mock combat. Gameplay is based on the Darkon Rulebook, available at [darkon.org](http://darkon.org).

Participating in the Activity of this club presents potential risks and hazards. These include, but are not limited to the following:

- The club engages in full contact, highly physical activities which pose a significant risk of injury. There are also inherent risks stemming from the use of equipment which may fail or malfunction.
- These activities occur outdoors and there are natural hazards one may encounter due the location, climate, exposure to elements, weather conditions, and local wildlife from where these activities take place.
- Events may take place in remote locations where there are no available medical facilities or the reaction time of responders may be delayed.

**I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to hold Darkon harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If Darkon incurs any of these types of expenses, I agree to reimburse them. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I fully understand that the Darkon Wargaming Club Inc. Board of Directors may refuse participation in its activities to anyone for any reason they deem appropriate.

I understand Darkon Wargaming Club. Inc. reserves the right to use voice, video, photography, or other images of participants engaging in club activities for purposes of marketing, and consent to such use, without compensation.

As with any club, there are rules and policies that may change over time, to include the Darkon Rules of Play (rule book) it is my responsibility to keep myself up to date on these changes and to ensure I abide by these rules and policies.

I understand that Darkon Wargaming Club Inc. observes the policy of reciprocating sanctions related to bans and suspensions with other clubs. This policy is observed with the intention to help promote a safer environment for participants. I understand that if the Board of Directors comes to believe I have broken rules of play and I am either suspended or banned, that limited information pertaining to: my legal name, any alias I used for sake of play, any sanction I receive, and the rule they believed me to have violated may be passed on to partnering clubs that share in reciprocation with Darkon. I have the right to follow the appeal process for any sanction I receive as outlined in the Darkon Rules of Play, but outside of this I waive any other right I may have to contest, challenge, or make any claim related to a change in my membership status and this information being shared as part of the reciprocation policy.

During the time of a pandemic the information on this form may be used for contact tracing purposes to inform members of a risk of exposure if such information would come available to club administrators.

I understand that this agreement is given with the express intention of effecting the extinguishment of certain obligations owed to me, and with the intention of binding my spouse, heirs, executors, administrators, legal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned Activity. If required, I will obtain a medical examination and clearance.

**I am voluntarily participating in Darkon, and I meet all stated requirements for attending these events.**

I understand that by signing this Agreement, I agree to be forever prevented from suing or otherwise claiming against Darkon for any property loss or personal injury that I might sustain while participating in or preparing for the above noted activity.

I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement.

This Agreement represents the entire agreement between Darkon and I, and the terms of this agreement are contractual and not a mere recital.

I agree that this Agreement will be construed in accordance with and governed by the laws of the State of Maryland.

Legal Name of Player [print] : \_\_\_\_\_

Signature of Player: \_\_\_\_\_

Date of Birth: [mm-dd- yyyy] \_\_\_\_\_

Email: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone Number (optional): \_\_\_\_\_

I must acquire a proper costume within 2 events: [initial] \_\_\_\_\_

New Player Referral Credit to: [legal name/Class] \_\_\_\_\_

*Players under 18 years of age must also have signed parental consent. Proof of age will be required. Must be a minimum of 16 years of age to be a member.*

Printed Name of Parent or Guardian (if applicable): \_\_\_\_\_

Signature of Parent or Guardian (if applicable): \_\_\_\_\_