



# Nevada Civil War Volunteers Membership Application 2020

Membership Information			
Member #1		Date of Birth	
Member #2		Date of Birth	
Member #3		Date of Birth	
Member #4		Date of Birth	
Member #5		Date of Birth	
Address:			City, State, ZIP Code:
Phone:			E-mail:
Certifications:	<input type="checkbox"/> First Aid <input type="checkbox"/> CPR <input type="checkbox"/> AED		
Allergies/ Medical Conditions			
Dues:	<input type="checkbox"/> Individual (\$25) <input type="checkbox"/> Family (\$35) <input type="checkbox"/> Life Member		

<b>Affiliation (Please Check One)</b> <input type="checkbox"/> Union <input type="checkbox"/> Confederate <input type="checkbox"/> Civilian <input type="checkbox"/> FCLHO <b>Union:</b> <input type="checkbox"/> 140 <sup>th</sup> Pennsylvania Infantry <input type="checkbox"/> 1 <sup>st</sup> Nevada Cavalry <input type="checkbox"/> 1 <sup>st</sup> Rhode Island Light Artillery <input type="checkbox"/> U.S. Medical Corps Detachment <input type="checkbox"/> Pinkerton's Detective Agency Field Office <input type="checkbox"/> USMC <input type="checkbox"/> Battalion Headquarters <input type="checkbox"/> Fort Churchill Living History Org. Unit: _____ <input type="checkbox"/> Other: _____ <b>Confederate:</b> <input type="checkbox"/> 4 <sup>th</sup> Texas Infantry <input type="checkbox"/> South Carolina Sharpshooters <input type="checkbox"/> Norfolk Light Artillery <input type="checkbox"/> 14 <sup>th</sup> Texas Cavalry <input type="checkbox"/> CS Marines Artillery Detachment <input type="checkbox"/> Brigade Headquarters <input type="checkbox"/> Other: _____
<p>I/We, the undersigned, agree to abide by the Bylaws, Policies and Procedures, and Safety Standards governing the Nevada Civil War Volunteers Incorporated, and release them of any and all obligations and liabilities.</p> <p>Know all men by these presents, that I do hereby, for all heirs, executors, administrators and assigns, fully and forever, with the full knowledge that there is a possibility of injuries to my or my child's anatomy, release and discharge the NEVADA CIVIL WAR VOLUNTEERS, INC. (all or part), of and from all claims, demands, damages, rights of action and causes of action, on account of either known or unknown, concealed or hidden, external or internal, personal, physical, mental or nervous injuries or disease, or damage to any portion of my or my child's anatomy, or damage to personal property of whatsoever description resulting, or which could or may result from an accident or anything which occurred.</p> <p>I do further release said NEVADA CIVIL WAR VOLUNTEERS, INC. (all or part), from all suits, debts, dues, covenants, controversies, agreements, promises, variances, trespasses, judgments, executions, claims, and demands whatsoever in law or in equity.</p> <p>I also understand and agree that this full and final release is intended to cover and does cover all and any future injuries not known to either party hereto, or which may later develop, or be discovered, including the effects or consequences thereof and including all causes of action thereby.</p> <p>I further understand that this is a compromise settlement without any admission of liability on the part of the NEVADA CIVIL WAR VOLUNTEERS, INC. (all or part), and, in executing this release, that participation in the NEVADA CIVIL WAR VOLUNTEERS, INC. activities includes, but is not limited to the re-enactment of battle scenes between opposing forces under situations closely approximating actual battles utilizing livestock, black powder, small arms, cannon and swords. Consent is hereby given to whatever medical care might be available and or provided for injury occurring during the above activities when authorized or contracted for by any officer of the NEVADA CIVIL WAR VOLUNTEERS, INC.</p> <p>I hereby state that I am a declarant in the foregoing declaration; or, that I am the parent or legal guardian of a minor child whose name appears above and am empowered to execute this release. I also state that I have read the same, understand the contents thereof, and agree to the contents thereof.</p>

**Member #1:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Member #2:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Member #3:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Member #4:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Member #5:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please send Personal Check or Money Order with this application to:

Nevada Civil War Volunteers, Incorporated  
 P.O. Box 57  
 Dayton, NV 89403

**Administrative Use Only:**  
**Card #:** \_\_\_\_\_  
**Membership Type:**  
**New:** \_\_\_\_\_ **Renewal:** \_\_\_\_\_  
**Payment Type:**  
**Cash:** \_\_\_\_\_ **Check:** \_\_\_\_\_  
**Amount:** \_\_\_\_\_ **Check #:** \_\_\_\_\_  
**PACWR Tests:**  
**General:** \_\_\_\_\_ **Equine:** \_\_\_\_\_  
**Waiver Complete:** \_\_\_\_\_

# REVISED INTER-ORGANIZATION ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Name: \_\_\_\_\_ Organization: \_\_\_\_\_ Member #: \_\_\_\_\_

REENACTING IS DANGEROUS, AND IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN REENACTING EVENTS, ALL PARTICIPANTS AND PARENTS OF MINORS MUST INITIAL AND SIGN THIS AGREEMENT.

I/we acknowledge that reenacting events, black powder shooting, and related activities are DANGEROUS, and entail known and unknown risks that may result in emotional injury, personal injury or DEATH, to me/us, or damage to my/our property, or to other persons or parties or their property.

Such risks of loss, injury or DEATH include, but are not limited to burns, cuts, terrain conditions, heat prostration and related conditions, use of black powder, explosions, impacts from debris, accoutrements, vehicles and/or weaponry, the failure to follow command orders or rules and regulations of event sponsors and hosts, rescue efforts or medical attention provided by anyone connected to reenacting events, cardiac conditions, falls or contact with animals.

1. **ASSUMPTION OF RISK:** With full knowledge and appreciation of dangers, I/we have made a voluntary choice to participate in reenacting activities and events despite the risks that they present, and I/we voluntarily agree to assume sole responsibility for ANY AND ALL RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me/us as a result of participating in these activities unless caused by the gross negligence or willful or wanton misconduct of a "released party" below.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

2. **RELEASE:** I/we, on behalf of myself/ourselves and any party claiming an interest through me/us (including but limited to, heirs, spouses, parents, children and beneficiaries), voluntarily RELEASE, WAIVE AND DISCHARGE, AND COVENANT NOT TO SUE, the American Civil War Association, the Battle Born Civil War Reenactors, the California Historical Artillery Society, the Civil War Reenactment Society, The Comstock Civil War Reenactors, the National Civil War Association, The Nevada Civil War Volunteers, or the Reenactors of the American Civil War; the trustees of, officers of, agents of, employees of, or members of any of these reenacting organizations; any owner, lessor, or lessee of any property on which these reenacting organizations conduct any activity; or the sponsors or the organizers of any reenacting event (singularly "released party" and collectively "released parties") from and for all liability, claims, demands, actions, loss or damage on account of any injury to my/our person (INCLUDING DEATH) or property, whether caused by their NEGLIGENCE or for any other reason, excepting only the gross negligence or willful or Wanton misconduct of a "released party," while preparing for, practicing for, traveling to or from, or participating in, any reenacting event.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

3. **INDEMNIFICATION:** I/we agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the "released parties" from any loss, liability, damage, claims or costs, including court costs and attorney fees that they may incur arising out of related to my/our participation in reenacting activities and events, whether caused by their negligence or for any other reason, excepting only their gross negligence or willful or wanton misconduct.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

4. **SEPERATION OF RELEASES:** I/we agree that this ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT applies separately to each of the "released parties" and that the gross negligence or willful or wanton misconduct of one "released party" will not negate my/our assumption of the risk, release of, and duty to indemnify any "released parties" who are not grossly negligent or who have not acted willfully or wantonly.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

5. **BREADTH:** it is the intent of the undersigned that this ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT shall be as broad and inclusive as is permitted by California Law. If any clause, subclause or portion of any sentence is held invalid, I/we agree that the balance shall continue in full force and effect.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

6. **MEDICAL CONSENT/RULES:** I/we consent to whatever medical care might be provided or available to me/us for any injury occurring during my/our participation in reenacting activities or events. I/we further agree to be bound by, and abide by, the rules of the "released parties" while participating in any event or activity sponsored by, or affiliated with them.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

7. **WARRANTY:** I/we have read and understood this ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT and all its terms. I/we warrant that no representations, statements or promises have been made to me/us to induce me/us to execute this agreement and that I/we do so voluntarily.

INITIAL HERE: \_\_\_\_\_ INITIAL OF MINOR IF 12 OR OVER: \_\_\_\_\_

8. **GOVERNING LAW:** This agreement shall be interpreted in accordance with, and governed in all respects by, the laws of the States of California and Nevada.

## SIGNATURE OF APPLICANT:

Print Name: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## SIGNATURE OF PARENT OR LEGAL GUARDIAN OF MINOR:

I, the undersigned, warrant that I am the parent or legal guardian of the minor child for whom the ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION AGREEMENT applies, and further warrant and represent that I am empowered to execute this release on his or her behalf.

Print Name: \_\_\_\_\_ Signature of Parent/Legal Guardian of Minor: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_