

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in activities associated with reenacting civilian and military life during the American Civil War, including but not limited to living history portrayals, cooking over open fires, camping, interacting with spectators, recreating the appearance of a particular battle or other event associated with the American Civil War, the use of, or exposure to, primitive firearms as defined in MGL C.140 §121, organized by Barrett Hill Farm LLC, of 450 Fitchburg Rd, Mason, NH 03048 and /or use of the property, facilities and services of Barrett Hill Farm LLC, I,

NAME: _____,

Residing at, STREET ADDRESS: _____,

TOWN/CITY: _____, STATE _____, ZIP CODE _____,

agree for myself and (if applicable) for the minor members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by the employees, representatives, or agents of Barrett Hill Farm LLC. This event will be governed by the safety rules and procedures of the New England Brigade and the Liberty Greys. Therefore, participants will be required to follow these rules. The respective regulations can be found on the individual web pages of the organizations:

New England Brigade

<https://mb1020.wixsite.com/newenglandbrigade/media-folder>

Liberty Greys

www.6thregtlibertygreys.org

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with participating in or observing a military and or civilian reenactment; in addition, I acknowledge that there are certain inherent risks associated with the above-described activity regarding COVID-19; I recognize the contagious nature of COVID-19 and understand that CDC and public health authorities recommend the practice of social distancing and the wearing of masks, either, or both of which, may not be possible with the above-described activity, and I assume full responsibility for personal injury and/or illness to myself and (if applicable) my family members, and further release and discharge Barrett Hill Farm LLC for injury, illness, loss or damage arising out of my or my family's use of or presence upon the facilities and property of Barrett Hill Farm LLC, whether caused by the fault of myself, my family, the employees, representatives, or agents of Barrett Hill Farm LLC, or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Barrett Hill Farm LLC, its employees, representatives, or agents, against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Barrett Hill Farm LLC.

4. FEES. I agree to pay for all damages to the facilities of Barrett Hill Farm LLC caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Hampshire law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Barrett Hill Farm LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its

provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. EMERGENCY CONTACT. In case of an emergency, please call:

NAME: _____ RELATIONSHIP _____

AT (DAY) _____ AT (EVENING) _____

11. ASSUMPTION OF RESPONSIBILITY FOR MINOR CHILDREN. I Acknowledge that I am the Parent and/ or legal guardian and representative for the following minor children and agree that I and they are bound by the terms of this agreement in its entirety.

CHILD 1, NAME: _____, D.O.B.: _____, RELATIONSHIP: _____,

CHILD 2, NAME: _____, D.O.B.: _____, RELATIONSHIP: _____,

CHILD 3, NAME: _____, D.O.B.: _____, RELATIONSHIP: _____,

CHILD 4, NAME: _____, D.O.B.: _____, RELATIONSHIP: _____,

CHILD 5, NAME: _____, D.O.B.: _____, RELATIONSHIP: _____,

CHILD 6, NAME: _____, D.O.B.: _____, RELATIONSHIP: _____,

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

BY: _____ DATE: _____