

**FORT TUTHILL MILITARY MUSEUM
WAIVER AND RELEASE**

I _____, in return for the opportunity to participate in the Fort Tuthill Military Museum events on, August 14 and 15th 2010 to include days preceding the event and subsequent to the event should they be required for set up and removal of personnel or equipment. I hereby release and acquit Coconino County, Fort Tuthill Military Museum other sponsoring agencies and their employees/volunteers from any and all liability claims, causes of action, claims or demands, including but not limited to a claim for death, which I may hereafter have because of my injury, death or damage to person or property while participating in this event and activities, some of which may be inherently dangerous. I understand that participating in this Fort Tuthill Military Museum event contains danger and risk of injury or death, and that I am under no obligation to participate in any particular activity. By participating in the Fort Tuthill Military Museum event and in a particular activity, I understand that I am voluntarily choosing to accept any and all risks, which may arise from my participation in the event, and the particular activities.

This waiver, release and discharge includes all claims arising from and by reason of any and all known and unknown, foreseen or unforeseen, bodily and personal injuries or death, or damage to property which may be sustained by me or any and all other persons, associations or corporations, whether named or not, arising out of my participation in the Fort Tuthill Military Museum event.

Undersigned hereby releases, waives, discharges and covenants not to sue Coconino County, Fort Tuthill Military Museum, or other sponsoring agencies or their employees/volunteers for all loss or damage on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of releasees or otherwise, while the undersigned is participating in the Fort Tuthill Military Museum event.

The undersigned expressly acknowledges that the activities of the event may be very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releases.

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, have read this Release and Waiver and understand its terms, acknowledge the danger and risk associated with these activities, and accept the terms of the Release and Waiver and voluntarily assume the risk of participating.

Signed: _____ Date: _____

Printed name: _____

Witness: _____

INSURANCE REQUIREMENTS

Re enactor units will obtain and keep in effect during the term of the event(s) a policy of comprehensive liability insurance including public liability and property damage. Such Insurance must be carried with a minimum combined single limit of liability of One Million Dollars (\$ 1,000,000. per occurrence / \$2,000.000 aggregate. All policies shall name Fort Tuthill Military Museum, Coconino County, and their respective agents as additional insured, and shall be issued by an insurance company eligible to do business in the State of Arizona with a financial rating acceptable to both Fort Tuthill Military Museum and Coconino County

In the event re enactors individually or as part of a unit engage in the sale of property of any kind, food, or beverages. The re enactor(s) or units engaging in such sale must provide Fort Tuthill Military Museum and Coconino County with evidence of product liability Insurance in the amount of One Million Dollars (\$ 1,000,000) per occurrence /\$ 2.000,000 aggregate Said policy or policy or policies shall name Fort Tuthill Military Museum/ Coconino County, and their respective agents as additional insured and shall be issued by an insurance company eligible to do business in the State of Arizona with a financial rating acceptable to both Fort Tuthill and Coconino County. Sale of liquor is prohibited.

All military type vehicles entering the Fort Tuthill County Park premises and used in connection with a reeneactor event must carry Bodily Injury Property damage liability in

an amount no less than \$ 100,000 combined single limit or 100,000/300,000 Bodily Injury
100,000 Property Damage.

Evidence of the insurance must be provided in the form of a Certificate of Insurance reflecting these limits. An auto insurance ID card would not be considered as the ID card does not stipulate the limits of insurance.

Uninsured vehicles moved onto the premises by trailer or similar vehicle to include tracked vehicles will not require vehicle liability insurance. However if used in any reenactor related event they must be subject to the General Liability Insurance carried by the reenactor group covering insured General Liability exposures.

Policies shall additionally provide that the insurance shall not be cancelled or modified unless thirty (30) days prior written notice is provided the certificate holders. Reenactor(s) shall supply Fort Tuthill Military Museum and Coconino County with a certificate of insurance to be obtained and provided to the Certificate holders prior to reenactor participation in any event hosted by the Fort Tuthill Military Museum and Coconino County, or held at any facility within Fort Tuthill County Park.

Certificates of insurance should be prepared indicating the following Certificate holders as Additional Insured:

Coconino County Arizona C/O Risk Manager
420 M. San Francisco Street
Flagstaff, AZ 86001

Fort Tuthill Military Museum Inc.
8236 N. 15th Drive
Phoenix, Arizona 86004

Certificates will be forwarded directly to the Certificate holder/ additional insured with copy of certificates sent to the County Risk Manager provided to Fort Tuthill Military Museum Inc.