

In CONSIDERATION for participation in Events hosted by Banished Fantasy Entertainment LLC and/or Matthew Doylton Mitchell, I, THE UNDERSIGNED, FOR MYSELF, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN I:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Matthew Doylton Mitchell and/or Banished Fantasy Entertainment LLC (hereinafter referred to as Banished), his agents, employees, volunteers, affiliates, members, officers, hosting site, any company doing business with the organization and other event participants (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, losses, or damages on my account CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, while attending or participating in any activity held at an Banished Event, or in transportation to and from the Banished Event;
2. ACKNOWLEDGE AND AFFIRM that Banished is an **Adult game** and that I am **at least 18 years of age**, and that I am capable of handling adult topics and situations without offense;
3. ACKNOWLEDGE AND AFFIRM that I have read, understand, and agree to **abide by the Banished Rules** at all times, and understand that failure to do so may result in **being prohibited from the current and future Banished Events**;
4. FULLY UNDERSTAND that Banished has taken reasonable steps to minimize all risks to myself but **cannot guarantee that no injury may occur**; and that **the following conditions may occur**, but that my responsibility is not limited to these: Rough Terrain, Uneven surfaces, Darkness, mock battles using Approved Foam Dart Weapons, Approved Padded weapons, and Spell-Packets, possibly with other participants;
5. AFFIRM AND WARRANT that I am in **good physical and mental health** and do not suffer from any disabilities that would inhibit my ability to play or place me in jeopardy at an Banished Event;
6. ASSURE that I will assume responsibility for alerting all Banished Event participants and Matthew Doylton Mitchell of any **disability or heath condition** that could potentially arise in the course of an event and need **medical attention, including prescription drugs**;
7. ACKNOWLEDGE AND UNDERSTAND that **Alcohol and/or illegal drugs are prohibited** at ALL Banished events, **and I will not attend an event under the influence** of such substances;
8. FURTHER ACKNOWLEDGE AND UNDERSTAND that **Medication** taken at a Banished Event must have a **valid prescription** and that I will always disclose any prescription medications I am taking to Matthew Doylton Mitchell;
9. UNDERSTAND AND AGREE that all I will only use **weapons and props that conform to the Banished Rules and are approved by Banished**, also that all props provided to participants is the property of Banished and I will take care to return the prop undamaged to Banished after my use of it;
10. FULLY UNDERSTAND unless I submit a written and signed request stating the opposite, I will **allow Banished to photograph, film, or videotape me participating in events** and to use that film or tape in its website, books, flyers, and publicity materials;
11. UNDERSTAND AND AFFIRM that these events are held for entertainment purposes only and that to promote the enjoyment of all players, **Banished has the right to change, clarify, or add rules at any time**;
12. FULLY UNDERSTAND that participation in All Banished Events and roleplay is **ALWAYS voluntary** and that I have the ability to leave at any time;
13. FURTHER AGREE that if despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss liability, damage or cost which may incur as a result of such a claim.

**I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the law of the State of Texas and agree that if any portion of this agreement is held to be invalid , the balance, notwithstanding, shall continue in full force.**

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name