



Merchant Registration Form & Waiver 2026

March 28th Rev War: World Turned Upside Down Event _____	April 18th/19th Spring in the Village _____	May 2nd-3rd WW1; War to End All Wars _____
July 11th-12th _____ 17th-19th _____ 24th-26th _____ 1876 Centennial Event	Sept 5th/6th Civil War: Under Fire and Flag _____	Sept 19th / 20th; Village Fest _____
Nov 21st/22nd; Gathered in Gratitude Event _____	Dec 5th/6th Rev War: the Turning Point _____	Dec 12th/13th; Gilded Age Christmas _____

Insurance Certificate (email to info@museumvillage.org)? Yes / No

MUSEUM VILLAGE OF OLD SMITH'S CLOVE

REENACTOR ACTIVITY WAIVER, ASSUMPTION OF RISK & AGREEMENT

I understand that my participation as a **historical reenactor or living history participant** at **Museum Village of Old Smith's Clove** (the "Museum") is **voluntary** and involves **inherent and substantial risks**. I knowingly and freely assume all such risks associated with my participation, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted under New York law.

Covered Activities

The activities covered by this Agreement (the "Activities") include, but are not limited to:

- Historical reenactments and living history demonstrations
- Marching, drilling, formations, and troop movements
- Use, handling, and discharge of black powder firearms, edged weapons, and artillery
- Wearing period clothing, footwear, and equipment
- Historic encampments, including open flames and campfires
- Uneven grounds
- Interaction with horses and other animals
- Exposure to weather extremes
- Large group movements and public interaction

I understand these risks may result in **serious personal injury, illness, property damage, or death**, and I voluntarily choose to participate despite these risks.

REENACTOR REPRESENTATIONS

I certify that:

- I am physically and mentally capable of participating in reenactment activities
- I possess appropriate training, experience, or knowledge for the activities I choose to engage in
- My clothing, equipment, and weapons meet safety standards established by the Museum and event organizers
- I will follow all Museum rules, safety regulations, weapons protocols, and instructions from staff and event leadership

I understand that failure to follow rules or unsafe behavior may result in **immediate removal** from the property.

ASSUMPTION OF RISK & LIMITED RELEASE

To the fullest extent permitted under New York law, I:

- **Assume all inherent risks** associated with reenactment and living history activities
- **Release and hold harmless** Museum Village of Old Smith's Clove, its trustees, officers, employees, volunteers, agents, contractors, and event staff (collectively, the "Released Parties") **from claims arising out of the inherent risks of reenacting**, but not from rights that cannot be waived under New York law

Nothing in this Agreement is intended to waive protections that cannot legally be waived under **New York General Obligations Law §5-326** or other applicable law.

INDEMNIFICATION

I agree to **indemnify and hold harmless** the Released Parties from any claims, damages, losses, or expenses (including attorneys' fees) arising out of my own actions, omissions, equipment, or violations of rules while participating as a reenactor, to the extent permitted by New York law.

MEDICAL CONSENT

I consent to emergency medical treatment if deemed necessary and understand that I am **financially responsible** for any medical care I receive.

PHOTO & VIDEO RELEASE

I grant Museum Village of Old Smith's Clove the right to photograph, film, or record my likeness, voice, and actions during reenactment activities for **educational, archival, promotional, or interpretive purposes**, without compensation.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the **laws of the State of New York**, and any legal action shall be brought in a court of competent jurisdiction within New York State.

ACKNOWLEDGMENT

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

I UNDERSTAND THAT REENACTING INVOLVES INHERENT DANGERS.

I SIGN THIS AGREEMENT VOLUNTARILY AND INTEND IT TO BE LEGALLY BINDING.

Reenactor Name (Print): _____

Signature: _____ **Date:** _____

Unit / Affiliation (optional): _____

MINOR REENACTORS (Under 18)

I am the parent or legal guardian of the minor listed below. I consent to their participation and acknowledge the inherent risks of reenactment. I agree to indemnify and hold harmless the Released Parties to the extent permitted under New York law.

Minor's Name: _____

Parent/Guardian Name: _____

Signature: _____ **Date:** _____