

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**  
**NOTICE: THIS RELEASE AND WAIVER AFFECTS YOUR LEGAL RIGHTS.**  
**PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.**

I, \_\_\_\_\_ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at Fort Adams:

**Fortress of Nightmares – Volunteer Team Member**

**I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here:  Parent or Guardian’s initials (if under 18):

As consideration for being permitted by the Fort Adams Trust, The Fort Adams Foundation (“Foundation”), the State of Rhode Island (“State”), and any lessor of the premises (“Lessor”), to participate in these activities and use of the premises and facilities, **I forever release the Fort Adams Trust, the Foundation, the State, the Lessor, any Trust affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releases”) from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FORT ADAMS TRUST, THE FOUNDATION, THE STATE, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.**

**If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.**

Executed at Newport, Rhode Island on \_\_\_\_\_

**PARTICIPANT\***

**-AND- If participant is under age 18, Releasor Parent or Guardian must ALSO complete below**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #:     (    ) \_\_\_\_\_

Phone #:     (    ) \_\_\_\_\_

Email: \_\_\_\_\_

***\*IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED***