

Saint Andrew's INC.

Noble Order of Royal Scots

Instructions

PLEASE TYPE OR PRINT LEGIBLY

All forms must be filled out completely and returned with your membership forms to:

**Lord James Mosman
3220 View Dr.
Antioch, CA 94509**

They must be completed as part of your membership. If you have any questions please address them to:

**Sir James Mosman
(925) 754-6032**

PLEASE TYPE OR PRINT LEGIBLY

Membership Applications and Legal Forms

The Membership Application; the General Release, Liability Waiver, and Indemnity Agreement; and the consent forms must be completed for *each* new member. There is a form for parents or guardians to sign for minors.

Members (with continuing membership) *do not* have to complete either form. You will provide your membership dues directly to the Guild Treasurer.

If you have been a member in the past but were not a member in the immediately previous year, you still need to fill out the forms as if you were a new member.

Thank you for your support.

If you intend to deliver your completed forms and payment to Lord Mosman during an event, **THEY MUST BE ATTACHED TO EACH OTHER BY A STAPLE OR BE PLACED IN A SEALED ENVELOPE!**

The loss of any one page (especially, the payment) *will* cause delays in getting your membership processed. This could prevent you from being named on a gate list at a faire or to be denied discounted admission to a faire or event.

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Royal Application Form

Members will NOT be placed on a "gatelister" until after they have paid their membership fees in full.

No member is allowed to take the title "Prince", "Princess", "Dame" or "Sir" unless previously approved by the administration of this organization. Members who select a "historical character" who did, in fact, hold one of those titles are *not* exempt from this rule. Applications bearing these titles will be returned.

All information will be kept in secret and only disclosed to members of the administration of this organization as needed. Personal information will never be given or sold to anyone outside of this organization except as required for our participation at events. The administration reserves the right to deny membership and return any application and payment. Completion of this application indicates your acceptance of these policies.

For members 18 years old and under, Birthday is required and must include month, day, and year. Birthday is optional for all others and only needs to list month and day.

**PLEASE PRINT LEGIBLY IN ALL CAPITAL LETTERS IN BLACK INK.
THANK YOU VERY MUCH!**

Today's Date:

Your Birthday:

Your Real Name:

Your Renaissance Name:

Street Address:

Apt. Number:

City, State, and Zip Code:

Phone Number (with Area Code):

Cell Phone Number (with Area Code):

Check here if you want mailings from St. Andrews via e-mail and/or US Postal service.

E-Mail Address: _____

Check here if you want mailings from St. Andrews via US Postal Service only

Character Choices for all Folk:

Please select the household you would like to be a part of this year. Place an "X" beside the name of only one household.

- Lady in Waiting
 Noble
 Royal Guard
 Highlander

I have a talent that may be of interest to the guild:

1. _____
2. _____
3. _____

Guild Membership Dues Chart:

New Folk (never before a member of St. Andrews) ~ \$60.00
Under 18 Years of Age ~ (No Dues ~ Free)
Anyone over 18 years of age ~ \$120.00 per year

Make Your Check Payable To:

Saint Andrews Guild

**Send Your Check To:
Lord James Mosman
3220 View Drive
Antioch, Ca. 94509**

Do not send electronically – Form must be submitted in hard copy with payment attached.

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General Release, Liability Waiver and Indemnity Agreement

Since the use of weapons, firearms and/or horses is inherently dangerous, we require all members and participants to assume all risks by signing and acknowledging this release and waiver.

I, _____, hereby acknowledge that I have voluntarily applied to participate in and/or observe the activity of historical re-enactments and its related activities including, but not limited to, battle re-enactments, choreographed swordfights, equestrian events, children's games, entertainment, food service and merchandise vendors.

AS LAWFUL CONSIDERATION of being permitted to enter upon the premises upon which an event is being conducted and of being permitted to participate in or observe activities or otherwise use the facility, I, the undersigned, on behalf of myself, my heirs, distributees, legal representatives, next of kin and assigns, agree to the provisions set forth below:

1. I hereby release, waive, discharge and covenant not to sue, make a claim against the person or persons or property of or otherwise prosecute the Saint Andrews Noble Order of Royal Scots, Inc., or any of their affiliate organizations, officers, directors and/or members for all purposes collectively referred to herein as "RELEASEES", for liability on account of damage to the property of or injury to the person, permanent disability, mental or emotional distress, paralysis or death of the undersigned, whether caused from the passive or active negligence of RELEASEES or otherwise while the Undersigned is participating in or observing the historical re-enactments, choreographed swordfights, equestrian events or other related activities being conducted by RELEASEES.
2. I hereby agree to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage, or cost that RELEASEES may incur due to the presence of or any act of the Undersigned while the Undersigned participates in or observes historical re-enactments, choreographed swordfights, equestrian events or other related activities being conducted by RELEASEES, whether caused by the passive or active negligence of RELEASEES or otherwise.
3. The Undersigned expressly agrees that the foregoing GENERAL RELEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT is intended to be as broad as permitted by the laws of the State of California. The Undersigned further agrees that if any provision of this agreement is held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect.
4. The Undersigned warrants that the foregoing statements are true and correct and understands that RELEASEES have relied on them in entering into the foregoing GENERAL RELEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT and is giving the Undersigned permission to participate in and/or observing the historical re-enactments, choreographed swordfights, equestrian events or other related activities being conducted by RELEASEES.
 - A. No oral presentation, statements or inducements apart from the foregoing written agreement have been made

Saint Andrews INC.
Noble Order of Royal Scots

General Release, Liability Waiver and Indemnity Agreement (cont)

- B. The Undersigned is fully aware of the risks and hazards inherent in entering upon the premises where RELEASEE events are being conducted and participating in and/or observing any events held upon said premises knowing the present condition thereof
- C. The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in or observing the activities being conducted by RELEASEES.
- D. The Undersigned agrees to have met the training criteria relevant for participation prior to participation with the use of horses, black powder, swords or weapons of any kind.
- E. THE UNDERSIGNED IS AWARE THAT THE PARTICIPATION IN OR THE OBSERVATION OF THE SPORT OF HISTORICAL RE?ENACTMENTS, CHOREOGRAPHED SWORD FIGHTS, EQUESTRIAN EVENTS OR OTHER RELATED ACTIVITIES IS A HAZARDOUS ACTIVITY. THE UNDERSIGNED DOES VOLUNTARILY PARTICIPATE IN OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGERS OF POTENTIAL BODILY HARM, PERMANENT DISABILITY, MENTAL OR EMOTIONAL DISTRESS, PARALYSIS OR DEATH. THE UNDERSIGNED HEREBY AGREES TO ASSUME ANY AND ALL RISKS FOR PROPERTY DAMAGE, BODILY HARM, AND PERMANENT DISABILITY, MENTAL OR EMOTIONAL DISTRESS, PARALYSIS OR DEATH.
- F. The Undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all the rules and regulations promulgated at the event.
- G. The Undersigned acknowledges that insurance coverage for health care needs and for the protection of property is not provided by RELEASEES.
- H. THE UNDERSIGNED AGREES TO COMPENSATE OR REIMBURSE RELEASEES FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEYS FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST RELEASEES FOR PROPERTY DAMAGE, PERSONAL INJURY PERMANENT DISABILITY, MENTAL OR EMOTIONAL DISTRESS, PARALYSIS OR DEATH, WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF THE UNDERSIGNED WHILE PARTICIPATING IN OR OBSERVING THE HISTORICAL RE?ENACTMENTS, CHOREOGRAPHED SWORDFIGHTS, EQUESTRIAN EVENTS OR OTHER RELATED ACTIVITIES BEING CONDUCTED BY RELEASEES.

Saint Andrews^{INC.}
Noble Order of Royal Scots

General Release, Liability Waiver and Indemnity Agreement (cont)

- I. THE UNDERSIGNED AGREES THAT ANY UNSAFE ACT, INCLUDING THE USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCE WHILE INVOLVING THE HANDLING OR USE OF ANY FIREARM OR WEAPON OR WHILE ARMED, WILL BE CAUSE FOR IMMEDIATE EXPULSION FROM THE EVENT AND/OR ORGANIZATION.

- J. The Undersigned acknowledges the “No Tolerance” policy outlined in the Orientation Manual on underage drinking and the use of illegal substances and agrees to strictly adhere to and abide by these rules.

- K. The Undersigned agrees to release all rights to any and all photographs, video recording, sound recording and any other record of events to the RELEASEES for any legitimate purpose, as determined solely by the RELEASEES.

- L. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGNS THIS GENERAL RELEASE, LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT.

I am over the age of eighteen (18) years and I have read this agreement, fully understand its terms, understand that I have the right to consult legal counsel before signing this agreement, 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 law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

Dated this _____ day of _____, 20 _____.

Print Legal Name: _____

Sign Legal Name: _____

Address: _____

Telephone: _____

Alternate Telephone: _____

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Parental Consent Form

I hereby represent that I am the legal parent or guardian of minor child,

_____ and that I understand the nature of the battle reenactments, choreographed swordfights, equestrian events and the minor's experience and capabilities and believe the minor to be qualified to participate in such activities with the exception of _____

_____ I accept responsibility for all the child's medical expenses incurred in connection with the activities and I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS each of the RELEASEES formal liability, claims, demand, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS, each of the RELEASEES from any litigation expenses, attorneys fees, loss liability, damage, or cost that may incur as the result of any such claim.

Dated this _____ day of _____, 20_____.

Print Minor's Legal Name: _____

Print Parent or Guardian's Legal Name: _____

Sign Parent or Guardian's Legal Name: _____

Relationship to Minor: _____

Address: _____

Telephone: _____

Emergency Contact: _____

Emergency Telephone: _____