

Waiver, Release of All Claims and Hold Harmless Agreement For

The Museum of the American G.I. Incorporated

Activity: Living History Weekend

Date: March 26-28,2021

READ CAREFULLY

Please read this form carefully and be aware that, in signing up and participating in the above activity, you will be waiving and releasing all claims for injuries, arising out of this activity, that you or the participant might sustain. The terms "I," "me," and "my" also refer to parents or guardians as well as the participants in the program. The terms "vehicle" and "equipment" includes any self propelled or towed vehicle/equipment on site include tanks and other tracked vehicle and antique artillery or guns. By signing this document you are agreeing as follows:

I, the undersigned, hereby acknowledge that I have knowingly, willing, and voluntarily chosen to participate in the above activity. Such participation includes, without limitation, passively riding as a passenger in a vehicle, operating a vehicle or piece of equipment, actively assisting with the mechanical operation of a vehicle or piece of equipment, and/or otherwise subjecting my own person to any activity within close proximity to a vehicle or piece of equipment. I hereby acknowledge that my participation is exclusively at my own risk. I do voluntarily and knowingly execute this Waiver, Release of All Claims and Hold Harmless Agreement with the understanding that my participation with regards to this activity is inherently dangerous, and that dangerous conditions can and do exist in this activity and with the expressed intention of effecting a release of all claims, both in tort and contract, past, present and future, known and unknown, of every kind, character and description, arising out of or related to my participation in this event. By executing this agreement, I acknowledge that I have read and understood the warnings, terms, provisions, and conditions of this agreement, and I agree that I will abide by such terms, provisions and conditions.

As a participant in this activity, I recognize and acknowledge that there are certain risks of physical injury as well as property damages and expenses, and I agree to assume the full risk of any injuries, including death, damages or loss, of any nature whatsoever which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with this program. I further recognize and acknowledge that all activities involving strenuous exertion, moving vehicles, controlled explosions, mock battles or potential body contact are hazardous recreational activities and involve substantial risks of injury. I hereby acknowledge that this instrument is to warn me that dangerous conditions, risks and hazards do exist in this activity and include, but are not limited to (i) track separation, which can maim or cause death instantly, (ii) vehicle roll over which can maim or cause death instantly, (iii) oil or diesel fires, (iv) propane fires or explosions, (v) electrical fires or smoke, (vi) depletion of oxygen, (vii) injuries caused by falling from a vehicle, turret or hull, (viii) dismemberment or decapitation from tracks, turrets or artillery, (ix) carbon monoxide poisoning, (x) discharge of a gun or rifle which can severely injure or cause death instantly, (xi) battery explosions and/or leaks and resulting acid burns. I hereby expressly assume all such dangers, risks and hazards and I hereby agree that I will exercise caution at all times while I am engaged in participation with this event. I further understand and agree that the terms such as "participation," "program," and "activities," referred to in this Agreement, include all exercises and physical movements of any nature while I am participating in the program, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of the services, facilities, or premises involved in the program.

In consideration for the privilege of participation with regards to this event, I hereby release **The Museum of the American G.I, Brent Mullins Jeep Parts and Mullins Militaria**, its directors, employees and agents, from and against any and all claims, debts, demands, causes of action, losses, costs, damages, expenses (including reasonable attorneys fees), obligations and other liabilities resulting from any accident, incident or occurrence arising out of or related to my participation with regards to this event **whether caused by the negligence or gross negligence of any of the released parties**. I hereby further covenant and agree that I, my heirs, successors and assigns, will not make any claim or institute any suit or action at law or equity against any of the released parties with respect to any of the released claims. In addition, in consideration for the privilege of participation with regards to this event, I agree to indemnify, defend and hold harmless the released parties from any and all claims, debts, demands, causes of action, losses, costs, damages, expenses (including reasonable attorneys fees), obligations and other liabilities resulting from any accident, incident or occurrence caused in whole or in part by acts or omissions.

I understand the nature of the program for which I am registering, and have read and fully understand this Waiver, Release and Hold Harmless Agreement. I further understand that any advisements or warnings of the particular risks of this program that I subsequently receive will be incorporated by reference into and become a part of this Agreement.

I understand that I will incur personal liability in regards to my actions pursuant to my participation in this program and that I have been provided information as to my legal responsibilities in regards to my personal liability. I also acknowledge that the Museum of the American G.I. provided information as to personal liability insurance and strongly encouraged all participants to obtain coverage.

I, the Participant, or parent or other legal guardian of the Participant, have read this Agreement and understand all of its terms. I execute it voluntarily with full knowledge of its significance.

Dated _____, 2021

[Signature of Participant] (Printed name of Participant)

(email address) (phone number)

Or If Participant is under age 18

[Signature of parent of legal guardian] (Printed name of parent of legal guardian)

[Printed address of Participant or Legal Guardian]

(Participants email and phone number)

(Participants or Legal Guardian's valid drivers license number)