

WAIVER AND RELEASE FORM

RELEASE OF LIABILITY

In return for being allowed to participate in the Navy SEAL Museum Obstacle Course, certain Museum activities, and all related activities, including any activities incidental to such participation ("Activities"), the under- signed Person (hereafter referred to using "I", "me", or "my") releases and agrees not to sue the National Navy UDT-SEAL SEAL Museum Association, Inc. d/b/a National Navy UDT-SEAL Museum, Inc., ("Museum") or their officers, directors, employees, sub-contractors, sponsors, agents and affiliates (collectively "Releasees") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Activities wherever, whenever, or however the same may occur.

I understand and agree that the Releasees and its agents are not responsible for any injury or property damage arising out of the Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in the Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless Releasees for all claims arising out of my participation in the Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that Releasees have not arranged and do not carry any insurance of any kind for my benefit or that of Person (if Person is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of Releasees.

(Signature of Person)

Date

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Person is Under 18)

Date

I am the parent or legal guardian of the Person. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.