

***PT-305 Excursions, L.L.C.
Liability Waiver and Agreement***

The National World War II Museum, Inc. Not Responsible

I, the undersigned, understand and acknowledge that (i) my access to or excursion on the vessel known as PT-305 (“PT-305”) is being offered and operated exclusively by PT-305 Excursions, L.L.C., a Louisiana limited liability company (“Excursions”); (ii) The National World War II Museum, Inc., a Louisiana nonprofit corporation (the “Museum”), does not own or operate PT-305 and takes no role in evaluating or insuring the safety of the Vessel or the excursion being offered thereon; (iii) the Museum’s sole role in this experience is that of authorized ticket agent of Excursions; and (iv) as a result, the Museum is not liable for any negligent or willful act of Excursions or its staff, employees, agents, sponsors, trustees, or volunteers (together with Excursions, “Excursions Group”). In addition and without limitation, I acknowledge that the Museum is not responsible for any injury, financial or physical loss, death, inconvenience, delay, or damage to personal property in connection with my accessing and riding on PT-305 or in connection with the provision of any services during my accessing or riding on PT-305 whether resulting from, but not limited to, any act or omission of any member of Excursions Group or acts of God or force majeure.

Passenger Assumption of Risk and Liability Waiver Agreement

I understand and acknowledge that there are inherent risks involved with my accessing and riding on PT-305, including, but not limited to, equipment failure or malfunction, unseaworthy conditions, adverse sea or weather conditions, natural or environmental conditions, or negligent acts or omissions on the part of fellow passengers or those working or volunteering on behalf of PT-305, all of which carry risk of serious personal injury, death, or property loss or damage to me or others. In consideration of being allowed to access and ride on PT-305, **I HEREBY ACCEPT AND ASSUME EACH OF THOSE RISKS**, and I further warrant that I am not aware of any medical condition that may prevent me or any minor accompanying me from safely accessing and riding on PT-305.

In further consideration of being allowed to access and ride on PT-305, I agree, for myself and on behalf of any minor child accompanying me, to forever discharge, release, hold harmless, indemnify, and defend Excursions and Museum, their affiliates, contractors, and subcontractors, and their respective staff, employees, agents, sponsors, trustees, and volunteers, and PT-305 (all collectively referred to as the “Released Group”), from and against any and all claims or causes of action for death, injury, or property loss or damage, relating to or arising from, directly or indirectly, my entry or presence, or the entry or presence of any minor child accompanying me, on PT-305, and regardless of the cause of any such claim (including the sole or concurrent negligence or fault or strict liability of any of the Released Group, or any pre-existing or unseaworthy condition of PT-305 or facilities used in association with PT-305).

MEDIA RELEASE:

I hereby authorize Excursions to videotape and photograph me and any minor child accompanying me and to record my/their appearance, voice, conversations and sounds, during and in connection with my/our accessing and riding PT-305 and the facilities used in association with PT-305. I agree that Excursions shall be the exclusive owner of the results and proceeds of such videotaping, photography and recording with the right, throughout the world, an unlimited number of times in

perpetuity and in any media format, to copyright, edit, publish, display, and use and to license others (including, without limitation, the Museum) to edit, publish, display and use, in any manner and media format, all or any portion thereof or of a reproduction thereof.

I further authorize Excursions to use my name, voice, and likeness, and the name, voice, and likeness of any minor child accompanying me, and any biographical material which I may provide, in any and all media for advertising, trade, and any other lawful purposes, and I hereby waive any right of inspection or approval of the uses to which the same may be put.

If any term or provision of this Waiver and Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver and Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Signature: _____ **Date:** _____

Print Name: _____

Print Address: _____

Print Names of Any Minors Accompanying You: _____