

PT-305 Below Deck Tour Participant Assumption of Risk, Liability Waiver, and Indemnity Agreement

Event Date:

Event Name: PT-305 Guided Tour

For purposes of this *Assumption of Risk, Liability Waiver, and Indemnity Agreement*, “participation in the PT-305 Below Deck Tour” refers to participation in any and all parts of the PT-305 Below Deck Tour, irrespective of whether the undersigned participates for the entirety of the tour, and includes, but is not limited to, the undersigned’s entry onto the vessel known as the PT-305 and exit from the vessel.

I, the undersigned, confirm that I have read the entirety of this *Assumption of Risk, Liability Waiver, and Indemnity Agreement* and I understand and agree to its terms.

I, the undersigned, acknowledge and agree that I am the parent or guardian of any minor child accompanying me during my participation in the PT-305 Below Deck Tour and that I have authority to sign this *Assumption of Risk, Liability Waiver, and Indemnity Agreement* on behalf of said minor child.

I, the undersigned, represent and warrant that any minor child accompanying me during my participation in the PT-305 Below Deck Tour is at least eight (8) years old or older.

I, the undersigned, confirm that I watched the safety video prior to participating in the PT-305 Below Deck Tour and that I must adhere to all tour guide instructions

I, the undersigned, confirm that I have not consumed alcohol, drugs, or any medication that may impair my balance, coordination, or judgment.

I, the undersigned, understand and acknowledge that the vessel known as PT-305 and the subject of the PT305 Below Deck Tour is a vessel built during the WWII era. The vessel is considered a macro artifact and has been fully restored to its original WWII condition. PT-305 is **not ADA compliant** and may present challenges for individuals with mobility impairments or disabilities.

I understand, acknowledge, and agree that there are inherent risks involved with my participation in the PT-305 Below Deck Tour, including, but not limited to, risks related to the small configuration of the spaces toured during the PT-305 Below Deck Tour, equipment failure or malfunction, and/or negligent acts or omissions on the part of other participants in the PT-305 Below Deck Tour or those working or volunteering on behalf of The National World War II Museum, Inc., all of which carry risk of serious personal injury, death, loss and/or damage to me or others, including any minor child accompanying me. In consideration of my participation in the PT-305 Below Deck Tour, **I HEREBY ACCEPT AND ASSUME ALL OF THE FOREGOING RISKS**, and I further warrant that I am not aware of any medical condition or disability that may prevent me or any minor child accompanying me from safe participation in the PT-305 Below Deck Tour.

In further consideration of my participation in the PT-305 Below Deck Tour, I understand, acknowledge, and agree that I (and any minor child accompanying me) hereby forever discharge, release, and agree to defend, indemnify, and hold The National World War II Museum, Inc., a Louisiana nonprofit corporation, its affiliates, contractors, subcontractors, staff members, employees, agents, sponsors, trustees, volunteers, and insurers (all of whom are collectively referred to as the "Released Group") harmless from and against any and all claims and/or causes of action of any kind or nature, including for death, injury, loss, and/or damages of any kind, relating to or arising from, directly or indirectly, my participation in the PT-305 Below Deck Tour and/or the presence of any minor child accompanying me during the PT-305 Below Deck Tour, regardless of the cause of any such claim and/or cause of action (including the sole or contributing negligence, fault and/or strict liability of any member of the Released Group or any pre-existing condition of the PT-305 vessel and/or facilities used in connection with the PT-305 Below Deck Tour).

Signature: _____ **Print Name:** _____

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