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THE INTERNATIONAL MUSEUM OF WORLD WAR II

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release"), executed this ____ day of _____, 2018 by _____ ("Visitor"), in favor of The International Museum of World War II, Inc., Kenneth W. Rendell, individually, Kenneth W. Rendell II, Inc. and its Directors, Officers, employees, volunteers, agents (collectively, the "Releasees").

Visitor desires to visit The International Museum of World War II ("Museum") and hereby acknowledges that the Museum's artifacts are primarily of World War II vintage, that they are instruments of war and that they are laid out within the Museum in a manner that could expose Visitor to injury. To that end, Visitor hereby acknowledges that the following Rules shall be in effect throughout the Museum for the health and safety of Visitor and others:

- * **NO BACKPACKS OR BAGS OF ANY KIND MAY BE BROUGHT INTO THE MUSEUM**
- * **NO GUNS OR OTHER WEAPONS MAY BE BROUGHT INTO THE MUSEUM**
- * **ALL KNIVES, BAYONNETS AND EDGE WEAPONS ARE REAL, SHARP AND MUST NOT BE HANDLED**
- * **NO ONE IS ALLOWED TO WORK THE BOLT OR OTHER ACTION ON ANY RIFLE OR GUN OR POINT A WEAPON AT ANY ONE**
- * **NO ONE IS ALLOWED TO MOVE OR SWIVEL MACHINE GUNS, MORTARS OR OTHER HEAVY WEAPONS.**
- * **NO ONE IS ALLOWED TO CLIMB ON TANK OR OTHER VEHICLES**
- * **NO FOOD OR DRINK IS ALLOWED IN THE MUSEUM**
- * **ALL VISITORS MUST PASS THROUGH METAL DETECTOR UPON LEAVING THE MUSEUM**
- * **VIDEO SURVEILLANCE IS IN USE IN ALL AREAS OF THE MUSEUM**
- * **WEAPONS UNDER EXHIBIT CASES MAY NOT BE HANDLED**

Visitor hereby accepts the foregoing Rules and freely, voluntarily and without duress executes this Release and Waiver of Liability under the following terms:

RELEASE AND WAIVER; ASSUMPTION OF RISK. In consideration of being granted access to the Museum, Visitor does hereby release and forever discharge and hold harmless the Releasees collectively, and each of them individually, against and from any and all liability, claims, demands, of whatever kind and nature, and however denominated, whether in law or in equity, which may at any time arise out of or result from Visitor's visit to the Museum.

Visitor understands and acknowledges that this Release and Waiver of Liability discharges the Releasees from any liability or claims that Visitor may have against any of them with respect to any bodily or other injury, illness, death or property damage that may result from Visitor's activities within the Museum or on the Museum's premises, whether caused by the negligence of the Museum, its officers, directors, employees, volunteers, agents or otherwise. Visitor hereby expressly and specifically assumes the risk of any such injury or other harm in visiting the Museum.

Visitor expressly understands and agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts, and shall be construed and be governed by said laws. Visitor further agrees that in the event that any clause or provision of this Release and Waiver of Liability shall be held to

be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver of Liability, which shall continue to be enforceable.

In witness whereof, Visitor has executed this Release as of the date and year first above written.

PRINT NAME - Are you under 18 Years of Age: Y / N

Street

City State Zip Code

Email

Phone

Signature

<u>MUSEUM USE ONLY</u>	
I.D.	_____
Curator's Signature	_____
Time In:	_____ Time Out _____

FOR VISITORS UNDER 18 YEARS OF AGE:

I am the parent or guardian of the minor visitor ("Minor") to the Museum and on behalf of Minor, I hereby agree to accept and ratify the foregoing Release and Waiver of Liability and further agree to indemnify and save harmless the Releasees and each of them, against and from any and all liability, claims, demands, of whatever kind and nature, and however denominated, whether in law or in equity, which may at any time be asserted by or against Minor or by any one claiming to act for Minor which arise out of or result from Minor's visit to the Museum.

Signature of Parent / Legal Guardian

Printed Name of Parent / Legal Guardian

Date

Sign up to receive our quarterly Newsletter
___ Electronically ___ Mail
International visitors must provide an email to receive our Newsletter.

The Museum is located at:

***8 MERCER ROAD, NATICK, MA 01760
508-651-1944***