

## **ONE FORM REQUIRED FOR EACH PARTICIPANT**

### **INDIVIDUAL RELEASE AND HOLD HARMLESS AGREEMENT FOR PARTICIPATION IN EVENTS CONDUCTED ON THE PREMISES OF THE BATTLESHIP MEMORIAL PARK.**

The Undersigned acknowledges that he or she is a Participant, or the parent or legal guardian of a minor child under twenty-one (21) years of age who desires to participate in (a) an activity to be conducted on board the U.S.S. Alabama Battleship (b) an activity involving an overnight stay aboard the U.S.S. Alabama or (c) a special event to be conducted on or at the Battleship Memorial Park located at 2703 Battleship Parkway, Mobile, Alabama.

As a Participant, or the parent or legal guardian of a minor child, the Undersigned does hereby release and forever discharge, indemnify and hold harmless the U.S.S. Alabama Battleship Commission, it's Commissioners, staff, employees, agents and assigns, both past and present as well as its insurers, the City and County of Mobile, the State of Alabama, the United States Armed Services and/or its units, the United States Department of Defense and the United States of America from and against any and all claims, demands, actions, rights and/or causes of action, potential or otherwise, whether known or unknown, foreseeable or unforeseeable, suspected or unsuspected, resulting in damage, injury, death or any other adverse result arising as a result of the participation or presence of the Participant or the minor child in or upon the property, structures, exhibits, vehicles or adjacent waters of the Battleship Memorial Park and/or the U.S.S. Alabama Battleship which may occur for any reason.

It is agreed that this Release and Hold Harmless Agreement shall extend to, and include any and all claims which may arise from any claimed or actual negligence, carelessness, fault, act or omission of the parties herein released, individually or collectively, and that this Agreement shall apply to any harm resulting from any defect or danger which may be present on or about the premises of the Battleship Memorial Park or structures situated thereon, as well as exhibits, vehicles or adjacent waters, and/or from any other cause related in any way to the operation of Battleship Memorial Park.

It is acknowledged by the Undersigned that the sole purpose of this Agreement is to relieve the parties released herein from any and all liability or exposure to liability regardless of the nature of any injury or casualty event, and regardless of causation. The Undersigned does hereby assume for Participant, or on behalf of his/her minor child, the risk of any and all damage, injury, death, loss or any other type of harm suffered by the Participant or minor child arising from activities conducted on the premises of the Battleship Memorial Park. The Undersigned further specifically authorizes the parties herein released to take whatever action they deem necessary to provide emergency medical care to the Participant or the minor child and/or to transport the Participant or minor child to medical treatment facilities for medical care and/or treatment, and hereby releases and discharges the parties herein released from and against any and all claims and/or causes of action for personal injury or any other matter which may arise relating to the provision of emergency medical care by and/or on behalf of the parties herein released, or which may arise from the transportation of the Participant or minor child to any medical treatment facility for administration of medical treatment or arising from medical treatment administered to the Participant or the minor child.

The Undersigned does hereby acknowledge that he or she has read and understands this Release and Hold Harmless Agreement. The Undersigned acknowledges that the terms herein are contractual in nature and that in consideration of executing this Agreement, the Battleship Memorial Park has agreed to permit the Participant or minor child to participate in activities at the Park or on board the U. S.S. Alabama Battleship as a member of the hereinafter referenced group.

**Printed Name of Participant/Minor Child:** \_\_\_\_\_

**Printed Name and Address of Parent or Legal Guardian:** \_\_\_\_\_

**Printed Address of Participant/Minor Child:** \_\_\_\_\_

**Printed Name of Group:** \_\_\_\_\_

**Anticipated Date(s) of Event Attendance:** \_\_\_\_\_

**Printed Name of Group Leader:** \_\_\_\_\_

**Printed Name of Emergency Contact:** \_\_\_\_\_

**Emergency Contact Number:** \_\_\_\_\_

**Signature of Participant, Parent, or Legal Guardian:** \_\_\_\_\_