

# RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of being allowed by the Great Lakes Naval Memorial and Museum (the Museum) to conduct an overnight stay on board the submarine USS SILVERSIDES /USCGC McLANE on the date (s): \_\_\_\_\_ at the submarine's /cutter's berth at 1346 Bluff Street, Muskegon, Michigan (the visit), I, the undersigned, for myself, my heirs, executors, administrators and assigns, and on behalf of any and all members of the group: \_\_\_\_\_ in my care, custody and control, hereby FOREVER RELEASE AND DISCHARGE THE "RELEASED PARTIES" FROM ANY "CLAIMS" WHICH MAY ARISE AS A RESULT OF ANY DAMAGE, INJURY, DEATH, OR HARM TO THE RELEASOR, OR ANY OF THE RELEASOR'S PROPERTY, OR CHANGES WHICH DOES OR MIGHT OCCUR:

1. During the Visit;
2. At any time I am on board USS SILVERSIDES /USCGC McLANE on the date (s) of the visit;
3. At any time I am embarking or disembarking USS SILVERSIDES /USCGC McLANE on the date (s) of the visit;
4. At any time I am on any property owned, operated, or leased by the Museum on the date (s) of the Visit, for the purpose of attending the visit.

The "Released Parties" are the Museum and its trustees, officers, employees, agents and assigns, and insurers, USS SILVERSIDE's USCGC McLANE's insurers. "Claims" is defined as any and all claims and liabilities, potential or otherwise, whether known or unknown foreseeable or unforeseeable, suspected or unsuspected.

I agree never to commence, prosecute or cause, permit or advise to be commenced, or assist in any way in the commencement or prosecution of any action, suit, or proceeding against any of the "Released Parties" involving any of the "Claims" released by this agreement.

Without limiting the generality of the previous paragraphs, I agree that THIS AGREEMENT EXTENDS TO ANY AND ALL CLAIMS RELATING TO THE VISIT WHICH ARISES.

1. FROM ANY CLAIMED OR ACTUAL NEGLIGENCE, CARELESSNESS, DEFAULT, ACT OR OMISSION OF THE "RELEASED PARTIES", EITHER INDIVIDUALLY OR COLLECTIVELY, OR
2. FROM ANY UNSEAWORTHINESS OR DEFECT OF USS SILVERSIDES OR USCGC McLANE OR
3. FROM ANY OTHER CAUSE RELATED IN ANY WAY TO THE SILVERSIDES OR McLANE
4. FROM ANY RESCUE OPERATION OR MEDICAL OR OTHER SERVICES RENDERED TO ME BY THE "RELEASED PARTIES"

I UNDERSTAND THAT THE PURPOSE OF THIS AGREEMENT IS TO RELIEVE ALL OF THE "RELEASED PARTIES" FROM ALL LIABILITY AS IT RELATES TO THE VISIT, REGARDLESS OF THE NATURE AND REGARDLESS OF THE CAUSE.

I understand and expressly assume the risk of any and all damage, injury, death or harm, which may occur during our visit.

I agree to accept and abide by the rules and regulations of the Visit as established by the Museum and to obey the direction of the Museum's representatives.

I warrant that I have read this agreement and understand it. I further warrant that its terms are contractual in nature and that in consideration of executing this agreement, I agree that the terms of this agreement shall bind my spouse, children, relatives, heirs, benefactors, descendants, executors, administrators, and all members of group \_\_\_\_\_.

THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS. PLEASE READ CAREFULLY BEFORE SIGNING.

I HAVE READ AND UNDERSTAND EVERYTHING WRITTEN ABOVE AND I VOLUNTARILY SIGN THIS RELEASE AND HOLD HARMLESS AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
For Group