

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for permitting Participant to participate as a passenger / reenactor in any Historic WWII Military Vehicle owned OR operated by a Big Red One Living History Organization, Inc. (BROLHO, Inc.) member, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, and agree as follows:

**Assumption of Risk:** The undersigned does hereby acknowledge and agree that they understand the nature of risk of riding in or on a Historic Military Vehicle.

**Release and Waiver:** The undersigned hereby does RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the owner and or the operator of said vehicle (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's riding in or on said Historic Military Vehicle.

**Indemnification and Hold Harmless:** The undersigned also hereby agrees to INDEMNIFY AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's riding in or on said Historic Military Vehicle.

**Permission to Use Likeness:** The undersigned further agree to allow, without compensation, Participant's likeness to appear, and to otherwise be used, in material, regardless of media form, promoting the Big Red One Living History Organization, Inc.'s events and activities, including those of its representatives and licensees.

**Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understands this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledges that they are signing this agreement freely and voluntarily.

Signature of participant below: Printed name: \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Signature of participant's parent or legal Guardian if under 18:  
\_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship of above to Participant: \_\_\_\_\_