

**HOME PORT ALLIANCE FOR THE USS NEW JERSEY, INC.
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

In consideration of being permitted to enter for any purpose any area of the Battleship New Jersey (the “Vessel”, herein defined as any interior or exterior area of the Battleship New Jersey or facilities or areas ancillary or adjacent thereto), THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Home Port Alliance for the USS New Jersey, Inc., a non-profit corporation (“HPA), any persons on the Vessel, contractors, workers, staff, owners and lessees of areas adjacent to the Vessel, owners and lessees of equipment, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluations or loss control activities regarding the Vessel and/or areas adjacent thereto, equipment or HPA activities and each of them, their trustees, directors, officers, agents, and employees, all for the purposes herein referred to as “Releasees”, FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE VESSEL, ADJACENT AREAS, EQUIPMENT OR HPA ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the VESSEL and/or ADJACENT AREAS, or EQUIPMENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the VESSEL and/or ADJACENT AREAS, EQUIPMENT or whether caused by the NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. Acknowledges, agrees, and represents that (s)he has or will immediately upon entering the VESSEL and/or ADJACENT AREAS, and will continuously thereafter, inspect the VESSEL and/or ADJACENT AREAS which (s)he enters and (s)he further agrees and warrants that, if at any time, (s)he is in or about the VESSEL and/or ADJACENT AREAS and (s)he feels anything to be unsafe, (s)he will immediately advise HPA personnel of such and will leave the VESSEL and/or such ADJACENT AREAS.
5. HEREBY acknowledges that the Vessel and adjacent areas have not been prepared for the public, are in the process of rehabilitation and construction, and that access to the Vessel and/or Adjacent Areas involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY acknowledges that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the State of New Jersey, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME HERE

SIGN NAME HERE

DATE
