



WAR REMAINS PARTICIPANT RELEASE

All participants must be at least 14 years old. After reading below please provide the required information and signatures on the back.

I have agreed to participate in the immersive virtual reality theater experience entitled "WAR REMAINS" (the "Event") at the National WWI Museum and Memorial, 2 Memorial Drive, Kansas City, MO 64108 ("NWWIM&M").

1. Fitness to Participate. I understand and acknowledge that the Event includes participation in physical activity and scary imagery (collectively the "Activity" or "Activities"). I am in good health and I am able to safely participate in the Activities of the Event. I do not have, and I am not under a doctor's care for, any medical condition or disability that would or might prevent me from safely participating in the Activities. I understand that NWWIM&M is relying on these representations as a condition of allowing me to participate.
2. Release/Waiver. WHILE NWWIM&M BELIEVES THE EVENT IS SAFE AND SECURE FOR ITS PARTICIPANTS, I UNDERSTAND AND ACKNOWLEDGE THAT THE EVENT INCLUDES HAZARDOUS ACTIVITIES THAT ENTAIL THE RISK OF PERSONAL INJURY (INCLUDING OF A PHYSICAL AND/OR EMOTIONAL NATURE) AND A RISK OF INJURY TO PROPERTY, OTHER PARTICIPANTS, AND OTHER PERSONS AS A RESULT OF MY ACTIONS WHILE ENGAGING IN THE ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THE EVENT AND THE ACTIVITIES WITH KNOWLEDGE OF THE RISKS INVOLVED. I AGREE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND THE RISK OF PERSONAL INJURY OR DAMAGE TO MYSELF (INCLUDING OF A PHYSICAL AND/OR EMOTIONAL NATURE) OR PROPERTY OR TO OTHER PARTICIPANTS, OR OTHER PERSONS ARISING FROM MY PARTICIPATION IN THE EVENT AND/OR THE ACTIVITIES. I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE NWWIM&M, THE LIBERTY MEMORIAL ASSOCIATION, AND THE CITY OF KANSAS CITY, MISSOURI, AND EACH OF THEIR RESPECTIVE SUCCESSORS, LICENSEES, ASSIGNS, AFFILIATES, REPRESENTATIVES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, EXPENSES, ATTORNEYS' FEES, DAMAGES OR JUDGMENTS, OF ANY KIND IN THE EVENT OF PERSONAL INJURIES, DISABILITIES, DEATH, ILLNESS, LOSSES, PERSONAL OR PROPERTY DAMAGE (IN ALL CASES INCLUDING OF A PHYSICAL AND/OR EMOTIONAL NATURE) ARISING OUT OF OR RELATING IN ANY WAY TO MY PARTICIPATION IN THE EVENT AND THE ACTIVITIES ("RELEASE"). THIS RELEASE IS BINDING ON ME, MY HEIRS AND MY PERSONAL REPRESENTATIVES.
3. Photography, Sound Recordings, and Guest Book Entries. I acknowledge and understand that the Released Parties may be photographing, filming and/or recording my participation in the Event (including guest book entries) for purposes of marketing, promotion, and publicizing the Event. I consent to the making of such photography and recordings and the use as set forth above. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, I irrevocably consent and grant to the Released Parties the worldwide right to use my name, likeness, voice and/or guest book entries in and in connection with any films, video, photography (including stills and motion pictures) and recordings made during my participation in the Event, and in connection with the exhibition, exploitation, advertising and/or promotion of the Event including film, television, the internet and digital and social media.
4. Medical Treatment. In connection with any injury I may sustain or illness or other medical conditions I may experience (including of a physical and/or emotional nature) during my participation in the Activities and/or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.
5. General. I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provision herein found by a court to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Release and all disputes arising hereunder will be governed, construed and decided in accordance with the laws of the State of Missouri. Exclusive jurisdiction for any disputes arising hereunder will be conducted exclusively in the state or federal courts located in the State of Missouri. I agree to waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Release or the relationship created or evidenced hereby, and, without limiting any other provision of this Release, I hereby further agree that my remedy (if at all) will be limited to an action for monetary damages, if any, and in no event will I be entitled to injunctive or other equitable relief.

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE, AND I KNOWINGLY WAIVE THE RIGHTS WAIVED HEREIN.

Please provide the required information and signature on the back.

FOR PARTICIPANTS 18 YEARS OLD AND OLDER

I ATTEST UNDER PENALTY OF PERJURY THAT I AM AT LEAST 18 YEARS OLD. [IF YOU ARE NOT AT LEAST 18, YOUR CUSTODIAL PARENT/LEGAL GUARDIAN MUST SIGN THE SECTION BELOW ACKNOWLEDGING CONSENT.]

NAME (PLEASE PRINT): _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____
Street Address

City State Zip Code

EMAIL ADDRESS: _____

FOR PARTICIPANTS 14 (MINIMUM AGE) TO 17 YEARS OLD

A custodial parent or legal guardian must sign and complete the section below to certify that the participant is at least 14 years old and has permission to experience War Remains.

As a material inducement to the Released Parties to allow the above Participant to participate in the Event, knowing that the Released Parties will act in reliance thereon, the undersigned, as the custodial parent and/or legal guardian of the above Participant, acknowledges and consents to the performance of all representations, warranties and obligations hereunder by the above Participant. The undersigned agrees, represents and warrants that he or she: (i) is the custodial parent or legal guardian of the above Participant; (ii) has read and understood the above RELEASE; and (iii) has consented to and approved the terms and content and the Participant's execution of the RELEASE. The undersigned further agrees to be personally bound by the provisions of the above RELEASE. The undersigned hereby guarantees that the Participant will not disaffirm this RELEASE at any time, by reason of Participant's minority or otherwise. The undersigned acting as Participant's legal guardian, hereby agrees at all times to indemnify and hold the Released Parties harmless of and from any and all claims, demands, liabilities, losses, costs or expenses (including reasonable attorneys' fees) or causes of action arising out of or in connection with any breach of any of Participant's representations, warranties and/or obligations under this RELEASE.

NAME OF CUSTODIAL PARENT/LEGAL GUARDIAN (PLEASE PRINT): _____

SIGNATURE OF CUSTODIAL PARENT/LEGAL GUARDIAN: _____ DATE: _____

ADDRESS: _____
Street Address

City State Zip Code

EMAIL ADDRESS: _____

NAME OF PARTICIPANT (PLEASE PRINT) _____