



BEHIND THE SCENES TOUR RELEASE

I wish to participate in the **Behind the Scenes Tour** ("The Tour") at the Intrepid Sea, Air & Space Museum (the "Intrepid Museum"), I hereby acknowledge that there are certain areas within and around the Intrepid Museum that are restricted or not open to the public or to me ("Restricted Areas"). As part of the Tour, I will be visiting some of these areas, including the former *USS Intrepid's* ("*Intrepid*") sick bay and the passageways leading to spaces such as forward generator room and conning station aboard the *Intrepid*. I hereby acknowledge that the *Intrepid* is a World War II era vessel; and, as such, there are hazardous conditions within and throughout the Tour (i.e., uneven stairs and floors, low ceilings, objects in pathways, hatchways, steep stairwells, ship's ladders, etc.). I understand that my participation in the Tour is at my own risk and I hereby unconditionally release and agree to hold the Intrepid Museum Foundation, Intrepid Museum, and its trustees, officers, employees, agents, representatives, affiliates, licensees, successors and assigns harmless from any liability resulting from any injury I sustain as a result of my participation in the Tour.

I acknowledge receipt of the Intrepid Museum Rules and Regulations and the Guidelines for the Tour (collectively, "Rules, Regulations and Guidelines"). I agree to abide by the Rules, Regulations and Guidelines while at the Intrepid Museum and/or on the Tour and to follow the instructions of any Intrepid Museum personnel ("Instructions") at all times. I further acknowledge that failure to comply with the Rules, Regulations and Guidelines, or any Instructions, or acting in an inappropriate, dangerous or disorderly manner, could result in my removal from the Tour and the Intrepid Museum, at the Intrepid Museum's sole and absolute discretion. I further agree that taking any photographs and/or videos during the Tour is strictly prohibited.

I hereby authorize the Intrepid Museum Foundation, a New York not-for-profit education corporation, and its licensees, assigns and successors-in-interest (collectively, the "IMF"), to photograph, record and/or interview (on film, videotape or otherwise) the undersigned for and in connection with audio-visual programming related to the Intrepid Museum and/or the Tour and the advertising and promotion of the Intrepid Museum and/or the Tour. I acknowledge and agree that footage and/or still images from the Tour containing my name, likeness and/or voice may also be used by the IMF in any and all media, now existing or hereafter developed, including, without limitation, print, broadcast, cable, DVD/Blu-Ray and online. Without limiting anything set out above, the undersigned hereby irrevocably grants to the IMF the unrestricted right and permission to use, re-use, reproduce and/or publish my name, likeness and/or voice as incorporated in such audio-visual programming, including footage and/or still images in which I may be not be immediately recognizable, because of distortion or any other reason, in any manner and media, now known or hereafter developed, for any purpose whatsoever.

I hereby unconditionally release and agree to hold the IMF and its trustees, officers, employees, agents, representatives, affiliates, licensees, successors and assigns harmless from any liability resulting from distortion, blurring, or alteration of the footage and/or still images, or any use of the footage and/or still images, either alone or combined with other materials, intentionally or otherwise, even if any of the foregoing actions subject me to ridicule, scandal, scorn or other embarrassment.

I agree that this Release shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Release shall be brought exclusively in the state and federal courts in New York County, New York, and I hereby consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. This Release constitutes the entire agreement between Intrepid and me pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, conditions, promises and/or representations between Intrepid and me in connection therewith. This Release may not be modified, amended or terminated except by an instrument in writing signed by Intrepid and me.



Unless noted below, I hereby warrant that I am at least eighteen years of age, and competent to contract in my own name. I further warrant that I have read the Release before signing, and fully understand the contents thereof.

Name: _____ Signature: _____

Date: _____ Address: _____

If applicable:

I hereby certify that I am the parent and/or guardian of _____, a child under the age of eighteen years, and in consideration of value received, the receipt of which is hereby acknowledged, I hereby consent to the promises and obligations set out above.

Parent or Guardian: _____ Signature: _____