

**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
IN FAVOR OF IRONCLAD VENTURES, LLC**

Name of Minor Participant: _____ (hereinafter "Participant") Name of Legal Guardian: _____

Activity: _____ (hereinafter the "Activity") Date of Activity: _____

NOTICE. Participation in the tours, events, experiences, and activities offered by Ironclad Ventures, LLC involve inherent risks of injury, property damage or loss, and other dangers. Participant is advised that these inherent risks, hazards, and dangers cannot be eliminated regardless of the care taken to avoid them. Participant is further advised that there are inherent risks, hazards, and dangers involved in the training and preparation for, and travel to and from these activities, and that it is the responsibility of Participant to engage only in those activities for which s/he has the prerequisite health, fitness, skills, qualifications, preparation, and training. Ironclad Ventures, LLC does not warrant or guarantee the competency or mental or physical condition of any trip leader, vehicle driver, tour guide, instructor, or participant in any tour, event, experience, or activity, including the Activity.

PARTICIPANT'S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. By signing below, I affirm that I have read the above notice carefully and acknowledge receipt of a copy thereof. In consideration of the benefits received, I understand and appreciate the risks, hazards, and dangers that are inherent in the Activity and assume all risks of damages or injury, including death, that I may sustain while training or preparing for, traveling to and from, or participating in or as a result of, or in any way growing out of, the Activity. My participation in the Activity is voluntary, and I knowingly assume all such risks. Further, I certify that I am covered by an accident and health insurance policy that will be in effect at any time I am participating in the Activity.

PARTICIPANT'S INDEMNIFICATION AND HOLD HARMLESS. I agree to INDEMNIFY AND HOLD HARMLESS Ironclad Ventures, LLC and its individual members, officers, agents, and employees, together with the Marietta Museum of History, Inc. and its affiliates, employees, and volunteers, Cobb County, Georgia, and the United States Air Force (collectively the "Released Parties") from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, brought or incurred as a result of my participation in the Activity and to reimburse them for any such expenses incurred.

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE. Having assumed all risks of my participation in the Activity, I agree that in and for consideration of Ironclad Ventures, LLC allowing me to participate in the Activity, I hereby release and forever discharge the Released Parties of and from any and all claims, demands, rights, and causes of action of whatever kind or nature arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage or loss to property, and the consequences thereof, resulting in any way from my participation in or involvement with the Activity.

WARNING! THIS CONTRACT CONTAINS "EXCULPATORY CLAUSES" WITHIN THE MEANING OF *Monitronics Int'l, Inc. v. Veasley*, 323 Ga. App. 126 (2013). READ CAREFULLY!

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO SUE THE "RELEASED PARTIES" FOR DAMAGES ARISING OUT OF ITS OWN NEGLIGENCE.

THIS AGREEMENT IS INTENDED TO CONSTITUTE AN ACCORD AND SATISFACTION OF FUTURE CLAIMS. BY SIGNING, YOU AGREE TO WAIVE SUBSTANTIAL RIGHTS.

BY SIGNING, YOU AGREE THAT THE EXCULPATORY CLAUSES SET FORTH HEREIN ARE SUFFICIENTLY EXPLICIT, PROMINENT, CLEAR AND UNAMBIGUOUS.

I further covenant and agree that for the consideration stated above I will not sue the Released Parties for any claim for damages or other relief arising or growing out of my participation in the Activity. I have received a copy of this document and I certify that I am ___ years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

SEVERABILITY. I further agree that the foregoing WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (the "Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion thereof is held by a court of competent jurisdiction to be invalid, it is agreed that such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

Name of Participant: _____

Signature of Participant: _____

Date: _____

Signature of Legal Guardian: _____