

VICTORY DAYS CORPORATION

Release and Waiver of Liability and Indemnity Agreement with Consent for Medical Attention

In consideration for being allowed to participate in Victory Days (the "Event"), a program conducted by Victory Days Corporation ("Victory Days", I, the individual identified below and signing this document, agree to be bound by each of the following:

1. Description of the Event. I understand the Event will be held in the Fall of 2008 at Terre Haute International Airport – Hulman Field in Terre Haute, Indiana. At the Event, historic military air and land reenactment and related activities will be conducted.

2. Voluntary Involvement. I understand and confirm that my involvement in the Event as a volunteer, vendor, or participant ("Participant" or "I") my participation in the Event is voluntary (my "Participation"), whether or not I receive compensation. I have no physical or mental condition that would preclude me from safe Participation. To reduce the likelihood of injury to yourself and others, Participant agrees to comply with the following rules:

- Wear protective eyewear and ear plugs when near operating equipment of any kind.
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- Stop activities and report to supervisor when feeling undue stress or discomfort.
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- Report any unsafe or potentially unsafe or otherwise hazardous equipment or activity to a supervisor.

3. Voluntary Assumption of Risks. I understand that serious accidents may occur during the Event (which includes all related travel) and that my Participation could result in serious personal injuries to me, including death, as well as damage to my property damage, loss or theft of my personal property ("Risks"), as a consequence thereof. I understand these Risks and know that my Participation, may involve such Risks. I agree that this Waiver and Release of Liability is intended to address all possible Risks of any kind associated with my Participation, whether or not enumerated herein, in any aspect of the Event, including planning, preparation, teardown, and cleanup, including, particularly, such Risks created by actions, inactions, carelessness, or negligence on the part of Victory Days or its directors, officers, employees, agents, vendors, sponsors, volunteers, successors, assigns, or persons acting under its permission or authority. I fully assume all Risks, known and unknown, foreseeable and unforeseeable, in any way connected with my Participation in the Event.

4. Release and Waiver. I hereby forever release and discharge Victory Days, the City of Terre Haute, and Terre Haute International Airport – Hulman Field (collectively the "Corporations"), and their directors, trustees, officers, employees, agents, volunteers, successors, assigns, sponsoring agencies, sponsors, vendors, advertisers, owners and leasers of premises and all others who are involved and all persons acting under their permission or authority from any and all liability for, and waive any and all claims for Risks and any other injury, loss, damage, or expense, including attorneys' fees, theft of property, negligent rescue or first aid, operations, and maintenance operations in any way connected with my Participation in the Event ("Claim"), whether or not caused in whole or in part by the negligence or other misconduct of any of the entities or individuals or Corporations above, or any other participant in the Event.

5. Indemnification. I agree to indemnify and hold harmless (in other words, to reimburse and to be responsible for) the Corporations and their directors, trustees, officers, employees, agents, volunteers, successors, assigns, sponsoring agencies, sponsors, vendors, advertisers, owners and leasers of premises and all others who are involved and all persons acting under their permission or authority from all Claims (including the cost of defending any Claim I might make, or that might be made on my behalf that is released or waived by this instrument) in any way connected with or arising out of my Participation in the Event (including Claims relating to my actions while under the influence of alcohol or any other substance served or made available in connection with

