

LIABILITY WAIVER/RELEASE

This Liability Waiver/Release ("Agreement") is entered into by and between Wisconsin Maritime Museum, Inc. and S/V *Utopia* ("Releasees") and the individual participant ("Releasor"), collectively referred to as the "Parties". The purpose of this Agreement is to govern the terms under which the Releasor agrees to waive, release, and discharge the Releasees from liability arising from Releasor's participation in sails aboard S/V *Utopia*, scheduled by the Wisconsin Maritime Museum.

I. EXPRESS ASSUMPTION OF RISK

The Releasor acknowledges that S/V *Utopia* is an operating vessel, while generally safe, it does pose potential risks and that participating in the S/V *Utopia* sailing experience may involve accidents, injury, and personal harm, including serious injury or death. The Releasor hereby assumes all such risks, voluntarily and with full knowledge of their nature and extent. Despite these risks, the Releasor chooses to participate in sailing experience aboard S/V *Utopia*.

II. WAIVER/RELEASE OF LIABILITY

The experience made possible through the Wisconsin Maritime Museum to sail aboard S/V *Utopia* is an exclusive opportunity. In consideration of this opportunity, the Releasor hereby releases, waives, discharges Releasees, its officers, directors, employees, agents, and affiliates, from any and all liabilities, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, that may be sustained by the Releasor, or to any property belonging to the Releasor, while participating in sails aboard S/V *Utopia*.

III. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The Releasor further states that they have carefully read the foregoing Agreement, knows the contents thereof, and has signed this Agreement as their own free act. By executing this document, the Releasor warrants that they are fully aware that they are waiving any right they may have to bring a legal action to assert a claim the against Releasees.

IV. SEVERABILITY, GOVERNING LAW, MISC.

This Agreement is governed by the laws of the State of Wisconsin. This Agreement is binding upon, and inures to the benefit of, the parties signing this Agreement and their respective personal and legal representatives, officers, directors, employees, agents, affiliates, and heirs.

PARTICIPANT/RELEASOR SIGNATURE: _____

(Participant name) _____

Date: _____

RELEASEE SIGNATURE: _____

SV UTOPIA 1946, LLC: _____

Date: _____

RELEASEE SIGNATURE:  _____

Wisconsin Maritime Museum Inc. Representative: Kevin Cullen (WMM Executive Director)

Date: 9/26/2025