

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR
RAILROAD ACTIVITIES

1. In consideration for receiving permission to participate in the activities of the Whitewater Valley Railroad on land owned or controlled by the Whitewater Valley Railroad, its successors and assigns, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Whitewater Valley Railroad their officers, agents, servants, family members, estate or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the usual risks involved and hazards connected with Railroad activities, including but not limited to risk of serious injury or death. I hereby elect to voluntarily, participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OR RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Indiana.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

6. It is my intent that the terms of this Wavier of Liability and Hold Harmless Agreement apply to any and all minor children of mine listed herein.

Signed on this ____ day of _____ 20__.

PARTICIPANT

Printed Name

Signature

Printed Name of Minor

Relationship to Minor

This Document Prepared By:
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