

NARCOA & AFFILIATE

GENERAL RELEASE

By signing this release, I acknowledge that railroading in general and riding on a railroad motorcar, hi-rail truck, or other On-Track Equipment (OTE) in particular, are dangerous, and I agree to accept all risks associated with my voluntary participation in this excursion, and release NARCOA, the Affiliate, the Excursion Coordinators, the Excursion participants, and the Railroad from all liability for my property damage and/or personal injury.

In consideration of the _____ (collectively “(RR)”, (including their respective officers, agents, servants, employees and lessors) granting the undersigned permission to enter their respective property on the date(s) of _____ for the purpose of motorcar/hi-rail/OTE excursions, of _____, a NARCOA Affiliate (AFFILIATE) (including its Excursion Coordinators, officers, directors, members, volunteers, agents, servants, employees and lessors) and of North American Railcar Operators Association (NARCOA) (including its officers, directors, affiliates, excursion coordinators, members, volunteers, agents, servants, employees and lessors) hereinafter collectively and individually referred to as “AFFILIATE/NARCOA/RR”, the undersigned agrees that:

1. ASSUMPTION OF RISK: I know and understand the scope, nature, and extent of the risks associated with motorcar/hi-rail/OTE excursions, including (1) those attendant to riding in motorcars/hi-rails/OTE generally and specifically on track which may not be maintained to any particular level or standard; (2) related motorcar/hi-rails/OTE activities such as set-on and set-off procedures, (3) the risk of collision with locomotives, other motorcars/hi-rails/OTE, and motor vehicles, and (4) in general, the risks and dangers of the railroad environment in which the motorcar/hi-rail/OTE will be operated.

I WILLINGLY AND KNOWINGLY ACCEPT THOSE RISKS, WHICH I UNDERSTAND COULD RESULT IN DESTRUCTION OF MY PROPERTY AND MY INJURY OR DEATH.

2. RULES COMPLIANCE: *As an operator*, I have read and understand the NARCOA/AFFILIATE Rule Book, understand the content and purpose for each of the rules, and agree to abide by them. I further agree to take responsibility for informing those persons I bring to the excursion of all rules applicable to their conduct. *As a passenger*, I confirm that the rules applicable to my conduct have been explained to me, I understand them, and I agree to abide by them.

3. RELEASE FROM LIABILITY: I release AFFILIATE/NARCOA/RR from any liability for any claim, loss, damage, injury, or death, regardless of the cause, including the active or passive negligence of AFFILIATE/NARCOA/RR, sustained by me or my property while participating in the excursions covered by this Release. I agree and understand that AFFILIATE/NARCOA/RR accept no responsibility for my safety, nor for the acts or safety of other operators and guests during motorcar/hi-rail/OTE excursions. By signing this Release, I understand that I am surrendering legal rights which I may otherwise have against AFFILIATE/NARCOA/RR and will be precluded from pursuing a claim or lawsuit against AFFILIATE/NARCOA/RR in the event of destruction of my property or my injury or death.

4. COVENANT NOT TO SUE AFFILIATE/NARCOA/RR FOR DAMAGES: I will not make any claim or bring any legal action or voluntarily assist in any legal action against EC/AFFILIATE/NARCOA/RR, nor permit anyone else to do so on my behalf, for any claim, loss, damage, or injury sustained by me or my property during excursions covered by this Release.

5. COVENANT NOT TO SUE EXCURSION COORDINATORS AND/OR THEIR ASSISTANTS AND/OR PARTICIPANTS FOR DAMAGES: I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other excursion participant, excursion coordinators, and/or their assistants for their actions or conduct (a) arising from the excursion covered by this Release, or (b) as an official of AFFILIATE/NARCOA/RR.

6. COSTS AND FEES: Should I commence any claim or action in violation of paragraphs 4 or 5, I agree to pay the reasonable costs and attorneys' fees of AFFILIATE/NARCOA/RR should AFFILIATE/NARCOA/RR prevail in that claim or action.

7. SURVIVAL OF OBLIGATIONS: Any and all obligations assumed and promises made by me under this Release shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Release and make no claim against AFFILIATE/NARCOA/RR for any claim, loss, damage, or injury which this Release purports to cover.

8. POLICY ON ALCOHOL/DRUG USE OR POSSESSION: I will abide by AFFILIATE/NARCOA policy to (1) prohibit the use of alcohol and drugs by participants in AFFILIATE/NARCOA excursions, (2) prohibit the possession of alcohol or drugs in open or unopened containers aboard any motor car or on railroad property, and (3) prohibit the use of alcohol and drugs by participants while on or off railroad property during the hours of any AFFILIATE/NARCOA excursion. I agree that AFFILIATE/NARCOA officers, excursion officials and officials of the host railroad retain the right to inspect motorcars, hi-rails, OTE and personal effects to enforce this policy. I acknowledge that excursion participants who are found to be in possession of, or under the influence of alcohol, or drugs during an AFFILIATE/NARCOA excursion will be requested to and required to immediately leave the excursion and railroad property, and forfeit all registration fees.

9. POLICY ON WEAPONS: I will abide by NARCOA's policy to prohibit participants from having firearms or other deadly weapons, including knives larger than 3 inch or other weapons. Persons may be authorized to have the above in performance of their duties by officials of the railroad. (Normal kitchen/ cooking/ picnic implements are exempt.)

10. WAIVER OF JURY TRIAL: Any disputes arising from the excursions covered by this Release shall be decided by court trial in the jurisdiction where the excursion occurred. In agreeing to court trial, I freely and voluntarily waive any rights to jury trial I might possess under state or federal law.

11. SEVERABILITY OF INVALID PROVISIONS: If any provision, or application thereof, in this Release is held invalid, that shall not affect any other provisions or applications of the Release which can be given effect without those held invalid.

READ THE ABOVE CAREFULLY BEFORE SIGNING. YOU WILL BE BOUND BY THE TERMS OF THIS RELEASE IF YOU SIGN WITHOUT READING.

I am 18 years of age or older and understand that I am assuming for myself and for all minor children accompanying me or riding on my motorcar/hi-rail/OTE the provisions set forth above.

Date: _____ Signature: _____ Name (Printed): _____

Date: _____ Signature: _____ Name (Printed): _____

Date: _____ Signature: _____ Name (Printed): _____

Date: _____ Signature: _____ Name (Printed): _____

Date: _____ Signature: _____ Name (Printed): _____

Date: _____ Signature: _____ Name (Printed): _____

For Minor Child(ren) under 18 years of age, Adult assuming responsibility for Minor(s): (must also personally sign above)

Date: _____ Signature: _____ Name (Printed): _____

Minor Name(s) (Printed) _____ Age _____
