

**WEST COAST RAILROADERS GROUP
GENERAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
(for Excursion Participants or Passengers)**

IMPORTANT - This General Release Of Liability And Hold Harmless Agreement must be **signed and dated** the day of the excursion/event/ride-along is to take place. You are advised to **review** this General Release Of Liability And Hold Harmless Agreement well in advance of signing. Do not send General Release Of Liability And Hold Harmless Agreement with registration form. Turn in to the WCRG upon arrival, do not turn in prior to arrival.

By signing this GENERAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT, you hereby acknowledge that railroading, in general, and that operating and/or riding on a railroad Track Car ("track car") and On-Track Equipment (OTE), specifically, is an inherently dangerous activity. Your signature on this General Release Of Liability And Hold Harmless Agreement indicates that you knowingly and voluntarily agree to accept ALL of the risks associated with using any of the equipment, or participating in any of the activities and/or services of West Coast Railroaders Group (WCRG), including, but not limited to, all activities associated with any track car operations and/or recreational railroad activities. You hereby release WCRG and the Railroad from any and all liability for property damage and/or personal injury that you might sustain to yourself, your possessions and/or others under your control and supervision.

In consideration of: _____ ("RAILROAD")
(including, but not limited to, its owners, officers, directors, managers, employee in charge, employees, volunteers, lessors, agents, representatives, successors and assigns) granting the undersigned permission to enter onto its respective property on the specific date(s) indicated herein: _____, 20____ for the specific purpose of participating in a track car excursion/event/ride-along which includes operating and/or riding a track car, operating and/or riding OTE, performing railroad related activities, and engaging in the activities and services of WCRG and RAILROAD ("WCRG/RAILROAD"), the undersigned knowingly, willingly and voluntarily agrees as follows:

1. ASSUMPTION OF RISK: I know and understand the scope, nature, and extent of the risks and dangers associated with a track car, on track equipment (OTE), track car operations, and the performance of railroad related activities or services ("track car"), including: (1) those attendant to riding in a track car generally, and specifically riding on a track that may not be maintained to any particular level or standard; (2) those related track car activities such as set-on and set-off procedures; (3) those related to the risk of derailments, mechanical failures, or collision with locomotives, other track cars, hi-rails, and motor vehicles; and, (4) those related to the risks and dangers of the railroad environment, including but is not limited to, those in which the track car will be operated.

I WILLINGLY AND KNOWINGLY ACCEPT THESE RISKS AND DANGERS, WHICH I UNDERSTAND COULD RESULT IN DESTRUCTION OF MY PROPERTY AND/OR SERIOUS BODILY INJURY AND/OR LOSS OF LIMBS AND/OR DISEASE AND/OR DISABILITY OR DEATH.

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2. GENERAL RELEASE FROM LIABILITY/HOLD HARMLESS: I release and hold harmless WCRG/RAILROAD (including, but not limited to, its officers, directors, managers, employee in charge, employees, volunteers, lessors, agents, representatives, successors and assigns) from any liability for all claims, loss, damage, injury, or death, regardless of the cause, including those that might result from the active or passive negligence of WCRG/RAILROAD sustained by me, or my property, while participating in the performance of a track car and OTE, and/or railroad related activities or services that are covered by this General Release Of Liability And Hold Harmless Agreement. I fully agree and completely understand that WCRG/RAILROAD accepts no responsibility whatsoever for my safety, nor for the acts or safety of other operators and/or passengers including, but not limited to, activities that occur during track car operations. By signing this General Release Of Liability And Hold Harmless Agreement, I fully understand that I am voluntarily waiving and surrendering the legal rights that I might otherwise have against WCRG/RAILROAD and that I will be forever precluded from pursuing any and all claims and/or lawsuits against WCRG/RAILROAD in the event of any damage to my property and/or any injury or death to my person. WCRG reserves the right to view and/or download any and all outward/inward facing camera footage from excursion participants' track cars. Excursion participants (including passengers) acknowledge and agree that their images, including, but not limited to, still images and/or video recordings, may be used in social media, website, promotional publications and/or the internet.

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3. INFORMING PASSENGERS: I agree to take full responsibility for informing and educating any passengers, volunteers, invitees, guests, or persons, whom I bring to accompany me to the excursion/event/ride-along (hereinafter collectively and individually referred to as "passengers") of all rules applicable to their conduct, safety, and responsibilities. Additionally, I agree to take responsibility for informing and educating any passengers of the risks and dangers of the railroad environment and track car operations. I will convey those risks and dangers to all riding with me and provide them with a copy of the WCRG Release Of Liability And Hold Harmless Agreement at a time and place which allows them to decline and leave before being exposed to such risks and dangers.

4. MENTALLY FIT TO AGREE: I agree that, at the discretion of a WCRG Manager or Employee in Charge, any excursion participant who is cognitively impaired, or who demonstrates a behavior, symptom, or appearance that suggests possible cognitive or mental impairment, which may affect the ability of the excursion participant to understand and comprehend the General Release of Liability and Hold Harmless Agreement, must not participate in the excursion. If excursion participant has already entered the premises/property/railroad, excursion participant must immediately leave the premises/property/railroad.

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5. RULES COMPLIANCE: *As an operator and/or passenger of a track car and OTE*, I have read and understand all of the WCRG excursion rules and standards including, but not limited to: WCRG Track Car Excursion Operating Rules & Standards, Rulebook Change Notices in effect, Safety Advisories, and any other printed material made available to me by WCRG or the Railroad. I clearly understand the content and purpose for each of the rules and standards, and voluntarily agree to abide by those rules and standards. I further agree to take full responsibility for informing and educating any and all passengers, volunteers, invitees, guests, or persons, whom I bring to accompany me during the excursion, (hereinafter collectively and individually referred to as "passengers"), of all of the rules applicable to their conduct, safety, and responsibilities.

As a passenger of a track car and OTE, a copy of the current WCRG Track Car Excursion Operating Rules & Standards rulebook has been made available to me. I confirm that the rules that apply to my conduct, safety, and responsibilities have been clearly explained to me and agree to abide by them.

6. MECHANICALLY SAFE TRACK CAR: I will operate only a mechanically safe track car. I agree that the responsibility for the safe mechanical condition of any track car I operate rests solely with me regardless of any inspections, or absence thereof, by WCRG/RAILROAD, and regardless of whether the track car I operate is provided by WCRG, is my personally owned track car, or a track car owned by a third party.

7. POLICY ON ALCOHOL/DRUG USE OR POSSESSION: I agree to abide by any and all WCRG/RAILROAD policy to: (1) prohibit the use of alcohol and illegal drugs by participants in WCRG excursions, (2) prohibit the possession of alcohol or illegal drugs in open or unopened containers while on railroad property and/or participating in an excursion, (3) prohibit the use of alcohol and illegal drugs by participants while on or off railroad property during the hours of any WCRG excursion, (4) prohibit the use or possession of any prescription or over-the-counter medication which may adversely affect my safety, or the safety of others, while on railroad property and/or participating in an excursion.

I agree that a WCRG Manager, Employee in Charge, and officials of the host railroad retain the right to inspect track cars, bags and personal effects to enforce this policy. I acknowledge that participants who are found to be in possession of, or under the influence of, alcohol or drugs during an excursion will be instructed and required to immediately leave the excursion and railroad property, and forfeit all fees.

8. COVENANT NOT TO SUE WCRG/RAILROAD FOR DAMAGES: I voluntarily agree to not make any claim against, or bring any legal action, or assist in any claim or legal action against WCRG/RAILROAD (including, but not limited to, its officers, directors, managers, employee in charge, employees, volunteers, lessors, agents, representatives, successors and assigns), nor shall I permit anyone else to do so on my behalf, for any claim, loss, damage, injury, or death sustained by me or my property during the performance of railroad related activities or services covered by this General Release Of Liability And Hold Harmless Agreement.

9. COVENANT NOT TO SUE WCRG EMPLOYEE(S) IN CHARGE (EIC) AND/OR THEIR ASSISTANTS AND/OR PARTICIPANTS FOR DAMAGES: I voluntarily agree to not make any claim or bring any legal action or assist in any legal action against any participant, WCRG personnel and/or WCRG Employee(s) In Charge (EIC) and/or their assistants and/or WCRG qualified track car operators or trainees, and/or any other officer, agent, servant, employee, member, volunteer, or lessor of WCRG/RAILROAD, for any of their conduct, actions, or failure to take action arising from, or in connection with, the track car excursion and railroad related activities covered by this General Release Of Liability And Hold Harmless Agreement.

10. COVENANT NOT TO SUE WCRG/RAILROAD OFFICERS AND/OR WCRG/RAILROADS PERSONNEL: I voluntarily agree to not make any claim or bring any legal action or assist in any legal action against any WCRG personnel and/or WCRG Employee(s) In Charge (EIC) and/or their assistants and/or WCRG qualified track car operators or trainees, and/or any other officer, agent, servant, employee, member, volunteer, or lessor of WCRG/RAILROAD, for any of their conduct, actions, or failure to take action arising from, or in connection with, the railroad related activities or services covered by this General Release Of Liability And Hold Harmless Agreement.

11. INDEMNIFICATION AGAINST CLAIMS: I will indemnify and hold harmless WCRG/RAILROAD and persons covered by paragraph 8, 9, and 10 from any liability, including claims and any attorney's fees, costs, losses, or actions which may be presented or initiated by me or on my behalf in contravention of the covenants I have given in paragraphs 8, 9, and 10.

12. CONDITIONAL INDEMNIFICATION AGAINST OTHER CLAIMS: I will indemnify and hold harmless WCRG/RAILROAD from any liability, including claims and any attorney's fees and costs, losses, or actions which may be presented or initiated by (a) persons whom I bring or invite to any railroad related activities or services and/or track car operations and/or railroad property, and (b) passengers in a track car operated by me during any activities covered by this General Release Of Liability And Hold Harmless Agreement if such persons have not signed a West Coast Railroaders Group (WCRG) General Release Of Liability And Hold Harmless Agreement prior to the accident or incident giving rise to their claim.

13. SURVIVAL OF OBLIGATIONS: Any and all obligations assumed and promises made by me under this General Release Of Liability And Hold Harmless Agreement shall be binding on my heirs, successors, personal representatives, executors, trustees and/or administrators of my estate. I further instruct my heirs, successors, personal representatives, executors, trustees and/or administrators of my estate to honor this General Release Of Liability And Hold Harmless Agreement and make no claim against WCRG/RAILROAD whatsoever for any claim, loss, damage, injury, disease, disability, or death which this General Release Of Liability And Hold Harmless Agreement purports to cover.

14. COSTS AND FEES: Should I commence any claim or action in violation of paragraphs 8, 9, and 10, I voluntarily agree to pay all costs and attorneys' fees of WCRG/RAILROAD should WCRG/RAILROAD prevail in that claim or action.

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

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

17. VALIDITY OF WAIVER: If I institute any suit or action or make any claim for any loss or damages to my person or property for causes covered by this General Release Of Liability And Hold Harmless Agreement, the releases, waivers and promises I have given in this General Release Of Liability And Hold Harmless Agreement shall be enforceable against me. I understand that, by executing this General Release Of Liability And Hold Harmless Agreement, I am voluntarily and knowingly giving up my legal rights to seek compensation or redress that I otherwise would possess.

18. PROPERTY DAMAGE: I release WCRG/RAILROAD (including, but not limited to, its officers, directors, managers, employee in charge, employees, volunteers, lessors, agents, representatives, successors and assigns) from any liability for any property damage or other losses incurred by myself, or my passengers. I further agree that I am responsible for any damages I cause including, but not limited to, railroad property, track and structures, buildings, rolling stock, locomotives, other participant's track cars, etc. I further agree I will be liable for all costs associated with the repair or replacement of such damages, including all legal fees, as well as court costs associated with any recovery.

19. FREE TO DISAGREE AND NOT SIGN: I understand it is my right to refuse to agree and sign this General Release Of Liability And Hold Harmless Agreement. If I elect to refuse to agree and sign, I will not be permitted to enter the premises/property/railroad or participate in any excursion activities. If I have already entered the premises/property/railroad, I must immediately leave the premises/property/railroad.

20. LEGAL ADVICE: I understand it is my right to seek professional legal advice prior to agreeing to and/or signing this document.

READ THE ABOVE CAREFULLY BEFORE SIGNING. YOU WILL BE BOUND BY THE TERMS OF THIS GENERAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT IF YOU SIGN WITHOUT READING.

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I warrant that I have read and understand this entire General Release Of Liability And Hold Harmless Agreement. I further warrant that its terms are contractual in nature and that in consideration of executing this General Release Of Liability And Hold Harmless Agreement, I agree that the terms of this General Release Of Liability And Hold Harmless Agreement shall bind myself, my spouse, children, relatives, heirs, agents, successors, executors, administrators, assigns, and/or legal representatives. I am 18 years of age or older and understand that I am assuming these risks for myself and for all minor children that are accompanying me, and/or participating in the excursion/event/ride-along, and/or riding in any track car or OTE as set forth above.

ADDITIONALLY, I HAVE INITIALED AT ALL SIX INITIALIZATION BOXES INDICATED IN THIS DOCUMENT.

IN WITNESS THEREOF, the undersigned has executed this General Release Of Liability And Hold Harmless Agreement this _____ day of _____, 20____.

Signature _____

Email _____

Printed Name _____

Phone _____

For anyone under 18 years of age, a Parent or Legal Guardian assuming full responsibility for the Minor(s) must also sign:

NOTICE: No one under the age of 18 will be allowed to participate, unless authorized by WCRG Manager or Employee in Charge.

My signature certifies I am the parent or legal guardian of all minors named below accompanying me for the entire duration of the excursion/event/ride-along. I will be responsible for their conduct and safety at all times.

Signature of Parent/Legal Guardian: _____ **Date:** _____

Printed Name of Parent/Legal Guardian: _____

Printed Name(s) of Minor(s):

Age

Check one:

- ☐ I am the primary operator of a motorcar.
☐ I am the secondary operator of a motorcar, primary operator is: _____
☐ I am not operating a motorcar, I am a passenger of: _____

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Instructions for WCRG General Release Of Liability And Hold Harmless Agreement

1. Entire 4 page document must be **PRINTED DOUBLE SIDED**.
2. Legibly write the your **last name** at the top-right of page 1 of this document.
3. **Questions are encouraged**. If you have any questions regarding this document, direct them to the Employee in Charge.
4. This document must be **initialed in 6 boxes, as well as signed and dated on page 3** by all participants **on the day of the event**.
5. Do not sign this document until **AFTER** you thoroughly Read, Understand, and Agree with the terms of the Agreement.
6. **Operators:** It is essential that the you **convey to each of your passengers the risks and dangers** of the Railroad/Track Car environment and the significance of signing this GENERAL RELEASE AND HOLD HARMLESS AGREEMENT. (Operator should present this document at a time and place which allows passengers the opportunity to decline and leave before being exposed to any risks or dangers.)
7. Encourage your passengers to ask any questions they may have regarding this document. They are welcome to direct their questions directly to the Employee in Charge of the excursion.
8. Ask each of your passengers to sign only **AFTER** they have thoroughly Read, Understand, and Agree with the terms of this document.
9. **Deliver the original signed copy of this document to WCRG upon arrival.** (It is encouraged that you retain a photocopy for your records.)

California Proposition 65 Warning

Track cars, equipment, railroad facilities, including yards and work areas, in the State of California contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. For more information: www.P65Warnings.ca.gov

California Proposition 65 requires that WCRG warn personnel of exposures to chemicals which are "known to the State of California" to cause cancer, birth defects, or other reproductive harm. Over 500 chemicals are included in California's list, including alcoholic beverages, aspirin, caffeic acid (contained in coffee), diesel engine exhaust, gasoline engine exhaust, lead, oral contraceptives, silica (sand), tobacco smoke, and unleaded gasoline (wholly vaporized.)

Any questions about Proposition 65 may be addressed by contacting a WCRG Manager or Employee in Charge.