

**WEST COAST RAILROADERS GROUP
GENERAL RELEASE
(for Track Car Excursion Participants)**

By signing this General Release, you hereby acknowledge that railroading, in general, and that operating a railroad Track Car (“track car”) and On-Track Equipment (OTE), specifically, is an inherently dangerous activity. Your signature on this General Release 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. 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 the _____ (“RAILROAD”) (including, but not limited to, its officers, directors, 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 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 associated with a track car, on track equipment (OTE), track car operations, and the performance of railroad related activities or services, 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 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 THOSE RISKS AND DANGERS, WHICH I UNDERSTAND COULD RESULT IN DESTRUCTION OF MY PROPERTY AND / OR MY INJURY AND / OR MY DEATH.

2. RULES COMPLIANCE: *As an operator 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 and Guidelines (TCEO) and any other printed material provided 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*, I confirm that the rules that apply to my conduct, safety, and responsibilities have been clearly explained to me. I understand them, and I voluntarily agree to abide by them.

3. GENERAL RELEASE FROM LIABILITY: I release WCRG/RAILROAD (including, but not limited to, its officers, directors, 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. 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, 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 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.

4. 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, 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.

5. 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 excursion 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.

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

7. SURVIVAL OF OBLIGATIONS: Any and all obligations assumed and promises made by me under this General Release 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 and make no claim against WCRG/RAILROAD whatsoever for any claim, loss, damage, injury, or death which this General Release purports to cover.

8. 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 their safety, or the safety of others, while on railroad property and/or participating in an excursion.

I agree that WCRG officers, excursion officials and officials of the host railroad retain the right to inspect track cars, bags 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 excursion will be requested to and required to immediately leave the excursion and railroad property, and forfeit all fees.

9. POLICY ON WEAPONS: I agree to abide by WCRG's policy to prohibit participants from having firearms or other deadly weapons, including knives larger than 3 inches or other weapons.

10. WAIVER OF JURY TRIAL: Any disputes arising from the excursions covered by this General Release 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.

11. SEVERABILITY OF INVALID PROVISIONS: If any provision, or application thereof, in this General Release is held invalid, that shall not affect any other provisions or applications of the General 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 GENERAL RELEASE IF YOU SIGN WITHOUT READING.

I warrant that I have read and understand this entire General Release. I further warrant that its terms are contractual in nature and that in consideration of executing this General Release, I agree that the terms of this General Release shall bind 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 or riding on my track car with me as set forth above.

Date: _____ Signature: _____ Printed Name: _____

Date: _____ Signature: _____ Printed Name: _____

Date: _____ Signature: _____ Printed Name: _____

Date: _____ Signature: _____ Printed Name: _____

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

Date: _____ Signature of Adult: _____ Printed Name of Adult: _____

NOTICE: No one under the age of 18 will be allowed to participate in any WCRG excursion, unless authorized by a WCRG officer.

Printed Name(s) of Minor(s): _____ Age _____

Instructions for WCRG General Release

1. Entire 2 page WCRG General Release must be double-side printed on a single piece of paper.
2. Questions are encouraged, if you have any questions regarding the General Release, please direct them to the Employee in Charge.
3. Please do not sign the General Release until AFTER you thoroughly Read, Understand, and Agree with the terms of the Agreement.
4. If there will be any passengers, it is important that the operator convey to each of his/her passengers the risks and dangers of the Railroad/Track Car environment and the significance of signing the General Release. (Operator should present the General Release to his/her passengers at a time and place which allows passengers the opportunity to decline and leave before being exposed to any risks or dangers.)
5. Please encourage your passengers to ask any questions they may have regarding the General Release. They are welcome to direct their questions directly to the Employee in Charge of the Excursion.
6. Please ask each of your passengers to sign AFTER they have thoroughly Read, Understand, and Agree with the terms of the General Release.
7. After every participant has signed, please deliver the original signed copy to the Employee in Charge of the Excursion (it is encouraged that you retain a photocopy for yourself and to deliver a copy to each person who signed for their records.)