



RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT (for Events)

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration for being permitted to use the facilities and participate in activities (collectively the “Activities”) provided by North East Florida Live Steamers & Railroaders, Inc. (NEFLSR) (the “Host”), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that he/she has or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training.

2. **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3. **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

4. **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

5. While on NEFLSR property, photographs of you or your equipment may be taken and subsequently published in such places as the RLS Web Home Page. By signing below, the Participant, his/her agents, and heirs hereby release, discharge, and agree to hold harmless the photographer and NEFLSR from any liability pertaining to said photographs and their publication, either electronic or printed.

Personal Responsibility

The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

I HEREBY DECLARE THAT I HAVE NO PHYSICAL OR MENTAL CONDITION THAT SHOULD PRECLUDE ME FROM PARTICIPATING IN MY CHOSEN ACTIVITY; THAT I AM NOT PARTICIPATING AGAINST MEDICAL ADVICE; AND THAT I HAVE NOT BEEN DIAGNOSED BY A REGISTERED PHYSICIAN AS HAVING A TERMINAL ILLNESS.

I FURTHER DECLARE THAT IN THE EVENT I FEEL ILL OR UNWELL, HAVE A PHYSICAL COMPLAINT WHATSOEVER, OR IF ANY INJURY OF ANY KIND OCCURS DURING THE COURSE OF MY ACTIVITIES WITH THE HOST, I WILL NOTIFY THE INSTRUCTOR/GUIDE/EMPLOYEE OF THE HOST IMMEDIATELY AND BEFORE I MOVE FROM THE IMMEDIATE VICINITY.

I HAVE READ THE ABOVE DECLARATIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

Signature of Adult Rider

Printed name of Adult Rider

Date: _____

Address of Adult Rider (Please print)

Minor Child **Name of Child:** _____

By my signature I, on behalf of the above-named minor child, Release all claims that both I and the minor child has or may have.

Signature of Parent/Adult Guardian

Printed name of Parent/Adult Guardian

Date: _____

Address of Parent/Adult Guardian (Please print)

Contact Number: _____