

New Jersey Live Steamers, Inc.

EXPRESS ASSUMPTION OF THE RISK/RELEASE OF LIABILITY/ WAIVER OF CLAIMS AGREEMENT:

PLEASE READ CAREFULLY, UNDERSTAND WHAT YOU HAVE READ, AND CONSULT A LAWYER IF NEEDED BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

WARNING: YOU CAN BE INJURED WHILE RIDING ON, OBSERVING, AND/OR OPERATING MINIATURE TRAINS, RAILROADS, CARS, ENGINES, TOOLS, AND MACHINERY.

I, the undersigned, recognize and understand the New Jersey Live Steamers, Inc., and designated members, agents, associates, employees, volunteers, and representatives (herein referred to as "NJLS") are engaged in the non-professional pursuit of the hobby of live steam model railroading and machinery, and that their property and equipment has been built and maintained by amateurs. As such, said property and equipment has not been certified as safe by any organization, individual, or agency, nor is it represented to be safe by NJLS.

I further understand and am aware that riding on, operating, and observing **MINIATURE TRAINS, RAILROADS, ENGINES, CARS, TOOLS, AND MACHINERY MAY BE A DANGEROUS AND HAZARDOUS ACTIVITY WITH INHERENT RISKS, AND THAT INJURIES FROM PARTICIPATING IN THIS ACTIVITY CAN BE SERIOUS AND EVEN FATAL.**

I agree that the phrase "inherent risks" includes those risks listed in this agreement, or those that can be reasonably inferred therefrom. I also agree that these inherent risks are both obvious and necessary to the activities of riding on, operating, and observing miniature trains, railroads, engines, cars, tools, and machinery. These risks include, but are not limited to, foreseeable or unforeseeable causes such as engineer decision making (including that an engineer may misjudge terrain, weather, track, signals, or route location), train derailment or uncoupling, tipping over, risks of falling, being hit by a train, being burned by the engines, their controls, or hot steam or fuels, explosions, being caught underneath the wheels, and other such risks, hazards and dangers that are integral to the activities of riding on, operating, and observing miniature trains, railroads, engines, cars, tools, and machinery. All inherent risks associated with riding on, operating, and observing miniature trains, railroads, engines, cars, tools, and machinery present the risk of serious injury or illness including but not limited to bodily injury, disease, strains, fractures, brain injuries, partial and/or total paralysis, death, disfigurement, or other ailments that could cause serious disabilities.

I HEREBY ACKNOWLEDGE, ACCEPT, AND FREELY AND EXPRESSLY ASSUME ALL RISKS OF INJURY TO ANY OR ALL PARTS OF MY BODY, INCLUDING DEATH, THAT EXIST IN RIDING ON, OPERATING, AND OBSERVING MINIATURE TRAINS, RAILROADS, CARS, ENGINES, TOOLS, AND ALL MACHINERY WHILE USING THE PROPERTY AND EQUIPMENT OF OR AT NJLS.

Nonetheless, I agree to voluntarily participate in the activity of riding on, operating, and observing miniature trains, railroads, engines, cars, tools, and machinery of or at NJLS.

In consideration of being permitted to use or observe the property and equipment of or at NJLS, I agree to use or observe such property and equipment **AT MY OWN RISK AND EXPRESSLY ASSUME** full responsibility for any damage or injury to myself or which I may cause to others, including but without limitation, any claims for personal injuries resulting from or arising out of the negligence of or at NJLS.

I, on behalf of myself, my personal representatives, my heirs, my successors, my representatives, and my assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify NJLS from any and all liability, loss, damage, injury, costs, claims, actions or losses for bodily injury, wrongful death, loss of services, judgement, settlement, or otherwise which may arise out of my participation in riding on, operating, and observing miniature trains, railroads, engines, cars, tools, and machinery, including due to carelessness or negligence on the part of NJLS in any respect whatsoever because of past, present, or future design, machining, building, or maintenance; condition and layout of the equipment, miniature trains, or tracks, cars, tools, or machinery; error, judgment, education, knowledge, experience of personnel and lack of or improper supervision given; or any other manner not set forth above which results in injury to myself or others I am responsible for. This indemnification shall include all attorneys' fees incurred in defending against any claim or judgment and incurred in negotiating any settlement.

I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS AGAINST NJLS THAT I MAY HAVE IN THE PAST, IN THE PRESENT, OR AT ANY POINT IN THE FUTURE, INCLUDING THE NEGLIGENT ACTS OR OMISSIONS OF OR AT NJLS.

Participant's or Legal Guardian's Initials: _____ *(continued on the next page...)*

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This **EXPRESS ASSUMPTION OF THE RISK/RELEASE OF LIABILITY/ WAIVER OF CLAIMS AGREEMENT** is governed by the applicable laws of the State of New Jersey. If any part of this agreement is determined to be unenforceable, all other parts shall be in full force and effect. I further agree that any dispute arising out of this contract and/or from any use by me of any of the property or equipment of or at **NJLS** shall be litigated exclusively in the Courts of the State of New Jersey, Somerset County, which shall have exclusive jurisdiction over every party in connection with any such dispute, controversy, cause of action, lawsuit or claim.

I HAVE CAREFULLY READ THE ABOVE **EXPRESS ASSUMPTION OF THE RISK/RELEASE OF LIABILITY/ WAIVER OF CLAIMS AGREEMENT**. I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND ANY AND ALL QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION. MY SIGNATURE BELOW IS ACKNOWLEDGEMENT THAT IT IS MY INTENTION TO EXEMPT, RELIEVE, HOLD HARMLESS, DEFEND, AND INDEMNIFY **NJLS** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH CAUSED BY THE NEGLIGENCE OF OR AT **NJLS**. I have made no misrepresentations to **NJLS** about my name, address, health, or other information.

Please Print - Participant's Full Name:

Please Print - Participant's Address:

Please Sign - Participant's Signature:

Date: _____

MINOR CHILDREN:

I verify that I am the parent or legal guardian of the minor child named here and have authority to enter into this agreement on behalf of the minor child. I agree to be bound by the terms of this agreement and accept full responsibility for all medical expenses incurred as a result of the minor child's use and observation of the subject property and equipment and the minor child's participation in riding on and observing miniature trains and all related machinery of or at **NJLS**. I agree to indemnify and hold harmless **NJLS** from any claim brought by, or on behalf of, the minor child.

Print - Child's full Name:

Child's Age: _____

Print - Parents'/Legal Guardians' Names:

Date: _____

What is your Legal Relationship to this Minor Child?

Sign - Parents'/Legal Guardians' Signatures:

**CONTRACT AND AGREEMENT TO RIDE ON, OPERATE, OBSERVE, AND/OR USE
THE EQUIPMENT AND PROPERTY OF OR AT NEW JERSEY LIVE STEAMERS, INC.
(HEREIN REFERRED TO AS "NJLS").**

**WARNING: YOU CAN BE INJURED WHILE RIDING ON, OBSERVING, AND/OR OPERATING
MINIATURE TRAINS AND RAILROADS AND RELATED MACHINERY.**

EQUIPMENT AND PROPERTY OWNED AND/OR OPERATED BY THE NJLS ARE NOT 100% SAFE.

I, the undersigned, understand that I use this private property and equipment as a voluntary participant, and I agree that I will show all due respect to such property and equipment and abide by all rules both stated and written. My signature below is acknowledgement that I agree to pay for any and all damage I may cause to equipment or property, and any injuries I cause to others, as determined by **NJLS**. Further, I affirm that I have sufficient medical insurance coverage and agree that I will pay for any and all medical expenses for any and all injuries I and my dependents, and those under my supervision, may incur.

I understand that these activities are NOT suitable for everyone and that the following persons MAY NOT RIDE: babies, small children, and others who cannot or will not sit still or follow directions; pregnant women; elderly; overweight; people with balance problems, ill health, or other disabilities; or anyone under the influence of alcohol or drugs, including prescription medications that impair balance, coordination, or judgment, or cause drowsiness. I acknowledge that it is my responsibly to know my health and physical condition and limitations and the health and physical condition and limitations of all minors under my care or supervision and agree to notify **NJLS** if any such limitations may impact the ability to ride.

RULES:

1. No engineer is obligated to give rides. **NJLS** may deny rides to anyone, for any reason, and may remove riders at their discretion, without explanation.
2. Follow all instructions given by the engineer, conductor, and/or members of the **NJLS** crews, and all the rules of the owners/operators of the trains, track, equipment, tools, which may be included at the time of the event.
3. **SIT STILL, FACE FORWARD, AND REMAIN SEATED NEAR THE CENTER OF THE CAR AT ALL TIMES. DO NOT** stand, lean, shift your weight, or turn around, for any reason, while riding a train. You may fall, hit your head, or tip over the entire train and be injured.
4. **KEEP YOUR HANDS, ARMS, AND FEET INSIDE THE TRAIN AT ALL TIMES, WITH FEET FLAT ON THE FLOOR.**
5. All riders must have their hands free of objects, in case hands are needed to help avoid injuries.
6. Photography, videography, and the use of cell phones or other hand-held devices is not allowed while riding or operating a train.
7. **DO NOT** touch the engines or their controls. **DO NOT** stand near the engines. **DO NOT** enter the area where trains are stored or worked on. You could get burned, shocked, or injured by moving parts, hot steam, or fuel.
8. **DO NOT** get on or off a train unless and until the engineer tells you to do so.
9. **DO NOT** eat, drink, or smoke while riding on the trains.
10. **DO NOT** ride or operate trains under the influence of alcohol or drugs, including prescription drugs that may cause dizziness, tiredness, or otherwise impair judgment.
11. **DO NOT** allow children to be unsupervised or unattended at any time. Children must be in the control and supervision of their parents or legal guardians at all times.

Other unstated risks and hazards may exist. Always be cautious. Think carefully before acting.

MY SIGNATURE BELOW IS ACKNOWLEDGEMENT THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND HAVE HAD ANY QUESTIONS ANSWERED TO MY SATISFACTION AND THAT I FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.

Please Print - Participant's Full Name:

Please Print - Participant's Address:

Please Sign - Participant's Signature:

Date: _____