

EXPRESS ASSUMPTION OF THE RISK / WAIVER AND RELEASE OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

**WARNING: YOU CAN BE INJURED WHILE RIDING ON AND OBSERVING MINIATURE TRAINS.
PLEASE READ CAREFULLY:**

I understand and am aware that riding on and observing miniature trains may be a **DANGEROUS AND HAZARDOUS ACTIVITY AND THAT INJURIES FROM PARTICIPATING IN THIS ACTIVITY CAN BE SERIOUS AND EVEN FATAL.** I have made no misrepresentations to Adirondack Live Steamers, Inc. about my name, address, health or other information. I acknowledge that I have read and understand the safety rules.

I WILLINGLY AND FREELY accept and understand that riding on and observing miniature trains can be a DANGEROUS and HAZARDOUS activity with inherent risks. 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 and observing miniature trains. 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 or route location), train derailment or uncoupling, risks of falling, being hit by a train, being burned by the engines, their controls, or hot steam, being caught underneath a wheel, and other such risks, hazards and dangers that are integral to the activities of riding on and observing miniature trains. All inherent risks associated with riding on and observing miniature trains present the risk of serious injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. **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 AND OBSERVING MINIATURE TRAINS WHILE USING THE PROPERTY OF ADIRONDACK LIVE STEAMERS, INC.** Nonetheless, I agree to voluntarily participate in the activity of riding and observing miniature trains.

In consideration of being permitted to use the facilities and property of Adirondack Live Steamers, Inc., I agree to use such facilities and property **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 Adirondack Live Steamers, Inc.

I, on behalf of myself, my personal representatives and my heirs, voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Adirondack Live Steamers, Inc., its owners, agents, officers and associates from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my participation in riding on and observing miniature trains due to carelessness or negligence on the part of Adirondack Live Steamers, Inc. in any respect whatever because of past, present or future maintenance, condition and layout of the depot, miniature trains, or tracks; 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 hereafter to myself. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or omissions of Adirondack Live Steamers, Inc., its owners, agents, officers and associates.

I understand that I use this private property and premises as a guest and will show all due respect to such property and premises. I agree to pay for any and all damage I may cause to the property and premises, as determined by Adirondack Live Steamers, Inc.

This Express Assumption of the Risk and Waiver and Release of Liability Agreement is governed by the applicable laws of the State of New York. 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 facilities of Adirondack Live Steamers, Inc. shall be litigated exclusively in the Courts of the State of New York, Saratoga 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 AND WAIVER AND RELEASE OF LIABILITY AGREEMENT. BY SIGNING, IT IS MY INTENTION TO EXEMPT AND RELIEVE ADIRONDACK LIVE STEAMERS, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED BY THE NEGLIGENCE OF ADIRONDACK LIVE STEAMERS, INC., ITS OWNERS, AGENTS, OFFICERS AND ASSOCIATES.

Member or Guest Signature: _____ Date: _____

Print Guest Name _____

Address: _____

MINOR CHILDREN

I verify that I am the parent or guardian of the above named minor child 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 of the subject property and equipment and the minor child's participation in riding on and observing miniature trains, I agree to indemnify and hold harmless Adirondack Live Steamers, Inc. from; any claim brought by, or on behalf of, the minor child.

Print Child's Name _____

Parent/Guardian Signature: _____ Date: _____

Print Parent/Guardian Name: _____

SAFETY FIRST!

LEGAL RELEASE to enter premises of Adirondack Live Steamers (ALS)

WARNING

Riding and observing miniature trains at ALS may be HAZARDOUS. The tracks, trains, facilities, and property owned and operated by members and friends of ALS are NOT 100% SAFE. Rides and facilities are NOT suitable for all persons, ESPECIALLY SMALL CHILDREN who can not or will not sit still or follow direction, some elderly people, or people with balance problems.

These trains and premises are operated as a hobby. Trains can derail or uncouple. Normally no injury results, but you could fall out of a car and injure yourself. Other hazards exist. Every reasonable precaution has been taken for your safety, but many inherent dangers remain. They can not be removed.

No engineer is obligated to give rides.

SAFETY RULES

1. DO NOT step on or over the track except at the crossing signal. Do not walk next to the track. You could trip or be hit by a train.
2. DO NOT walk on or under bridges or through tunnels. You could trip and fall or be hit by a train.
3. DO NOT touch the engines or their controls! You could get burned, shocked, or injured by moving parts or hot steam.
4. Do NOT run, climb embankments or trees. You could trip or fall, or be hit by a train.
5. **DO NOT stand, lean, shift your weight, or turn around to talk if you ride a train. You may fall, hit your head, or topple the car. SIT STILL AND STAY SEATED TOWARD THE CENTER OF THE CAR. Keep hands and feet INSIDE THE TRAIN! If you drag them on the ground or reach for anything, YOU COULD CUT OFF A FINGER UNDER THE WHEELS or break an arm!**
6. DO NOT get on or off a train unless the engineer tells you to! The depot is the only authorized location to do so.
7. DO NOT eat, drink, or smoke on the trains or in the woods.
8. DO NOT enter the locomotive service area! This includes the tool house, turntable, hydraulic lift, and elevated steaming bays.
MANY HAZARDS EXIST: hot, burning materials, scalding steam, tools and hoses you could trip over, turntable and lift which can severely pinch or sever a finger.
9. DO NOT enter maintenance or storage areas where many hazards exist.
10. Do NOT allow children to be unattended at any time!

Other unstated risks and hazards may exist. Be cautious, watch where you walk, and think before acting.

Initial _____ Date _____