

**EAST COAST RAILROADERS GROUP
AGREEMENT
(for Track Car Excursion Participants)**

This Agreement is made by and between East Coast Railroaders Group (ECRG) (including, but not limited to, its officers, directors, employees, volunteers, lessors, agents, representatives, successors and assigns) who contracts from time to time with a third party RAILROAD for the use of its tracks, and the undersigned, Excursion Participant who utilizes the tracks and / or facilities of RAILROAD for participating in track car excursions and related track car activities of ECRG/RAILROAD. Your signature on this agreement indicates that you knowingly, willingly and voluntarily agree 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 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: I have read and understand all ECRG excursion rules and standards including, but not limited to: ECRG Track Car Excursion Operating Rules and Guidelines (TCEO), and any other printed material provided to me by ECRG or the Railroad. I understand the content and purpose for each of the rules, orders, and standards, and I voluntarily agree to abide by them.

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 (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 shall confirm their acceptance of those risks and dangers by obtaining their signature(s) on the ECRG Release at a time and place which allows them to decline and leave before being exposed to such risks and dangers.

4. 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 ECRG/RAILROAD, and regardless of whether the track car I operate is provided by ECRG, is my personally owned track car, or a track car owned by a third party.

5. POLICY ON ALCOHOL/DRUG USE OR POSSESSION: I will abide by ECRG policy to: (1) prohibit the use of alcohol and illegal drugs by track car operators performing railroad related activities or services, (2) prohibit the possession of alcohol or illegal drugs in open or unopened containers while on railroad property, (3) prohibit the use, or being under the influence, of alcohol and illegal drugs by track car operators while on railroad property, and/or while performing railroad related activities or services, (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 or off railroad property, and/or while performing railroad related activities or services.

I agree that ECRG officers and officials of the host railroad retain the right to: (1) inspect track cars, bags, and personal effects to enforce this policy, (2) require random, and / or post-accident / incident testing for controlled substances and / or alcohol. I acknowledge that track operators who are found to be in possession of, and / or under the influence of, alcohol or drugs while performing railroad related activities or services, whether on or off railroad property, will be requested to and required to immediately leave railroad property, and forfeit all fees.

6. RELEASE FROM LIABILITY: I release ECRG/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 ECRG/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 ECRG/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 ECRG/RAILROAD and that I will be forever precluded from pursuing all claims and / or lawsuits against ECRG/RAILROAD in the event of any damage to my property and / or any injury or death to my person.

7. COVENANT NOT TO SUE ECRG/RAILROAD FOR DAMAGES: I I voluntarily agree to not make any claim against, or bring any legal action, or assist in any claim or legal action against ECRG/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, or injury sustained by me or my property during the performance of railroad related activities covered by this Agreement

8. COVENANT NOT TO SUE ECRG/RAILROAD OFFICERS AND/OR ECRG/RAILROADS PERSONNEL: I voluntarily agree to not make any claim or bring any legal action or assist in any legal action against any ECRG personnel and/or ECRG Employee(s) In Charge (EIC) and / or their assistants and / or ECRG qualified track car operators or trainees, and / or any other officer, agent, servant, employee, member, volunteer, or lessor of ECRG/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 Agreement.

9. INDEMNIFICATION AGAINST CLAIMS: I will indemnify and hold harmless ECRG/RAILROAD and persons covered by paragraph 8, 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 6 and 7.

10. CONDITIONAL INDEMNIFICATION AGAINST OTHER CLAIMS: I will indemnify and hold harmless ECRG/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 actives 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 Agreement if such persons have not signed a East Coast Railroaders Group (ECRG) General Release prior to the accident or incident giving rise to their claim.

11. SURVIVAL OF OBLIGATIONS: Any and all obligations assumed and promises made by me under this Agreement shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Agreement and make no claim against ECRG/RAILROAD for any claim, loss, damage, injury, or death which this Agreement purports to cover and release.

12. 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 Agreement, the releases, waivers and promises I have given in this Agreement shall be enforceable against me. I understand that, by executing this Agreement, I am voluntarily and knowingly giving up my legal rights to seek compensation or redress that I otherwise would possess.

13. REPRESENTATION AND WARRANTIES: I represent and warrant that I am taking no medication and have no physical condition which would impair my safe operation of a track car. I agree not to operate a track car or participate in any railroad related activities covered by this Agreement if either my physical condition or any medication I am taking could impair my safety and/or the safety of others.

14. COOPERATION WITH ECRG OFFICIALS: I agree to cooperate to the fullest extent required by ECRG Officials involving any incident, rules violation or misconduct report.

15. 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.

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

17. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties and can be altered or amended only by subsequent written instrument duly executed by each of the parties hereto.

READ THE ABOVE CAREFULLY BEFORE SIGNING. YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT IF YOU SIGN WITHOUT READING.

I warrant that I have read and understand this entire Agreement. I further warrant that its terms are contractual in nature and that in consideration of executing this agreement, I agree that the terms of this agreement 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.

IN WITNESS THEREOF, the undersigned has executed this Agreement this _____ day of _____, 20 ____.

Operator’s Signature _____ Operators Printed Name _____

Instructions for ECRG Participant Agreement

1. Entire 2 page ECRG Participant Agreement must be double-side printed on a single piece of paper. 2.

Questions are encouraged, if you have any questions regarding the Participant Agreement, please direct them to the Employee in Charge.

3. Please do not sign the Agreement until AFTER you thoroughly Read, Understand, and Agree with the terms of the Agreement.

4. Please deliver the original signed copy to the Employee in Charge of the Excursion (you are encouraged to retain a photocopy of the Agreement for your records.)