



# MOLALLA TRAIN PARK

## PACIFIC NORTHWEST LIVE STEAMERS

### EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT

***Read Carefully – It affects your legal rights!***

In return for the use today and all future dates of the property, facilities, and services (the “Facilities”) of the Molalla Train Park (“MTP”), I/We for myself/Ourselves, heirs and legal representatives hereby expressly agree to:

- (1) **ASSUMPTION OF ANY AND ALL RISKS.** I/We assume any and all risk, including without limitation, risk of death or bodily injury to my person related to, arising from, occurring during the preparation for, and participation in the Facilities and any other form of physical or recreational activity to or in which MTP permits me to participate or assists me in participation of such Facilities.
- (2) **RELEASE AND AGREEMENT NOT TO SUE.** I/We knowingly and willingly release MTP, its successors, assigns, affiliates, officers, employees, and agents from, and **AGREE NOT TO SUE** them on account of or in connection with claims, causes of actions, injury to my person, including, without limitation, those based on my death, or my bodily injury, whether or not caused by the negligence or other fault of MTP, including strict product liability or any other liability without fault. **THIS RELEASE IS A COMPLETE AND FINAL RELEASE AND SURRENDER OF EACH AND EVERY CLAIM FOR DAMAGES, LOSS, EXPENSES, CAUSES OF ACTION, INJURIES THAT I/WE WILL OR MAY HAVE AGAINST MTP, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES, AGENTS AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF MTP, ITS AGENTS, OFFICERS, EMPLOYEES, SUCCESSORS, OR BY THIRD PARTIES WHETHER SUCH ACTS WERE INTENTIONAL OR UNINTENTIONAL.**
- (3) **WAIVER.** To the extent permitted by law, I/We agree to and waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or affect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect to exist as of the time of executing the release.
- (4) **DUTY TO INDEMNIFY AND DEFEND.** To the extent permitted by law, and in consideration for being allowed to enter the MTP Property and use of the Facilities, I/We agree to defend, save, hold harmless and indemnify MTP, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever that may result from or arise out of my/our use of any of the Facilities, whether caused by the negligence or carelessness of MTP or otherwise.
- (5) **FITNESS TO PARTICIPATE.** I/We acknowledge that I have, with or without combination, no physical limitations, medical ailments, physical or mental disabilities or otherwise that would limit or prevent use of any of the Facilities due to my/our physical and mental health. I/We consent to and acknowledge that I/We am solely responsible for any and all injuries to my/our person(s), whether physical, mental or emotional. I/We will conduct myself in a manner that is considerate of other participants in accordance with rules and regulations relating to the Facilities I/we use.
- (6) **ACKNOWLEDGEMENT.** I/We further understand and agree that this is a release of liability, indemnity agreement, acknowledgement that include MTP’s Facilities that may cause injury or be dangerous. I/We further acknowledge that participation in any of the Facilities may bear risk and danger from, and from which bodily injury, up to and including death, may occur. I/We further acknowledge that I am solely responsible for cost of first aid, emergency medical care, and if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I/We may sustain while participating in any of the Facilities.

***I/WE UNDERSTAND AND AGREE THAT I/WE HAVE READ AND CONSENT TO THIS EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT. MY/OUR ADMITTANCE TO THE MTP AND USE OF THE FACILITIES IS OUR AGREEMENT AND CONSENT TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS OF THIS EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT.***